

The Compleat Conveyancer.

A COLLECTION OF PRESIDENTS FOR CONVEYANCES: BEING

Such Draughts which have either been drawn or perused by the late Eminent and Learned Conveyancers, Sir *John Maynard* Kt. Sir *Francis Pemberton* Kt. Sir *Ambrose Philips* Kt. and Sir *Thomas Skipwith* Kt. Serjeants at Law, Sir *John King* Kt. *Isaac Ewer* Esq; and other the Chiefest Conveyancers of the Age; whereby the Estates of several Persons of Honour, and the greatest Quality in England have been settled and conveyed.

L O N D O N,

Printed by the Assigns of *Richard* and *Edward Atkins* Esquires, for *Isaac Cleave* at Serjeants-Inn Gate in Chancery-Lane, and *Abel Roper* at the Black Boy in Fleetstreet, 1701. Price 5 s.

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The Complete Conqueror

COLLECTION

PRESIDENT

FOR

CONVEYANCE



TO THE
READER.

IF it were not for the Common Custom, that has been introduced among Authors to give an account of the Works they perpetually trouble the World with, whether they be their own, or Collections from other Persons, I should have held my self obliged to silence, and left you to struggle with your own Opinion in the Matter, contenting my self in giving you only a Title. But rather than incur your Displeasure by contradicting the usual Mode, I am resolved to adventure some further Sentiments upon the Subject.

There-

To the Reader

Therefore I will give you an Historical Account of the Treatises of this nature, and begin with the Learned Mr. West, who (for ought I know) was the first that ever wrote of Conveyancing, (I mean to make it Publick in Print) in his Treatise of Symboleography, which he hath done with that exact Judgment and nice Ingenuity, that our admired Civilian Dr. Zouch has thought it worth his Pains to turn his Aphorisms or Rules concerning Contracts into Latine, in his Celebrated Tract De Jurisprudentia, to the no less than Immortal Fame of the first Author.

In the next Age after Mr. West came out a Book Entituled, A Light to Conveyancing, or The Scrivener's Guide, which, in process of time, swell'd into a larger Quarto, call'd The Compleat Clerk, which soon after dwindled again into an Octavo, by the Name of The Clerk's Guide; and these were all the standing Copies we had upon this Subject

To the Reader

ject for many years, until the Posthumous Work of Sir Orlando Bridgman's Precedents, put out by his Clerk long after his Death came upon the Stage, which (notwithstanding it's Antiquity) hath been well received; but whether out of Complaisance more to the Author's Name and Memory, or it's own intrinsick Worth, I will not determine.

But this I dare affirm, that no part of the Law has been more refined of late years than Conveyancing, so that of consequence, the later the Precedents are, (provided they be drawn by the eminent and great Masters of that Faculty) the more valuable they ought to be esteemed; which was the greatest Motive of Transcribing the ensuing Precedents for the Press, in regard I am well satisfied that they are all of them of a far more Modern Date than any hitherto extant in Print, being the Draughts of Sir John Maynard, Sir Francis Pemberton, Sir Ambrose

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To the Reader.

brose Philips, Sir Thomas Skipwith
Serjeants at Law, Sir John King late
of the Middle-Temple, and Mr. Isaac
Ewer late of Lincoln's-Inn, all of them
very extraordinary Conveyancers of this
last Age; who had the Transferring
and Managing of the Estates of the
greatest Personages of Honour and Qua-
lity in this Kingdom, which I doubt not
but will be a sufficient Inducement to
the Purchaser to accept of the Publica-
tion of this genuine Collection.

Yours

G. F.

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THE
Compleat CONVEYANCER.

Articles.

Articles for Conveying several Manors, Lands, Tenements and Hereditaments to Trustees, to make Sale thereof for Payment of Debts; and the Profits of the Premises, before Sale, to be received by the Trustees for Payment of the Interest of the Debts, and for settling such Lands as shall remain after the Debts paid: As also of other Lands to several Uses, and for building a Capital Mesuage. With Power to make Leases for Years, or Lives, as Tenants in Tail have by Law.

ARTICLES of Agreement, indented, made, concluded and agreed upon the Thirtieth day of November, &c. between the Most Noble Henry Duke of Norfolk, Earl Marshal of England, of the One part; and the Right Honourable Henry Earl of Arundel Lord Mowbray, Eldest Son and Heir Apparent of the said Duke, of the Other part: *Whereas* the said Lord Arundel hath since his Marriage-Settlement, bearing date the Thirtieth day of June, in the

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Nine and twentieth Year of his said Majesty's Reign, and in the Year of our Lord 1677. brought several Suits against his Father and the said Duke, and others; and made Claims to the present Possession or Reversion of several Parts and Parcels of the Manors, Lands and Estate of the said Duke herein after-mentioned: And the said Duke and Earl being both of them desirous to put an end to all Suits and differences between them: And the said Earl having for that purpose made an humble Address to the said Duke his Father, to desire of him the said Duke, That in Consideration of the Releases of all his said Claims and Pretensions, and Joining in Settlements, and Cutting off of Intails upon himself, and several other Considerations herein after-mentioned, His Grace would be pleased to consent that these Articles between him and the said Duke may be agreed unto. And he the said Duke out of his Paternal Affection to the said Earl, and for preventing the damage which might accrue to the Family by their discord; and for the better securing of Peace and Quiet to himself and all his Children, and other honourable Branches of his Family, being willing to grant the same; It is therefore mutually agreed between the said Parties to these Presents: And the said Duke of *Norfolk* and Earl of *Arundel*, do hereby mutually promise and agree to and with each other, That for the raising the Sum of Twenty one thousand Three hundred and forty Pounds for Payment of the Debts in the Schedule hereunto annexed, which hath reference to this Article; and the Payment of the Interest thereof, until the same can be discharged, the Fee and Inheritance of the Manor and Lordship of *Billisby* in the County of *Leicester*, the two Farms in *Willey* in the County of *Warwick*, and all and either of their Estate or Estates in the said County of *Leicester* and *Warwick*, or either of them: *Stringer's Farm* in *Whiston* in the
County

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County of *York*; the Rent in Feeſimple of Twenty four Pounds eight Shillings nine Pence, iſſuing out of the Manor of *Leadſtone*, with the Rights, Members and Appurtenances in the County of *York*. And alſo the Manor of *Beamonts-Fee* in the City and County of *Lincoln*, and divers Lands in *Dudmendale* in the Mannor of *Barton* in the ſaid County of *Lincoln*, and all other their Hereditaments in the County of *Lincoln*; And alſo the Manor of *Albury* in the County of *Surrey*, and all other Meſuages and Lands in *Albury* aforeſaid, or elſewhere in the ſaid County of *Surrey*, (except the Capital Meſuage in *Weybridge* in the ſaid County of *Surrey*, now in the Tenure of the ſaid Duke or his Aſſigns) and other the Meſuages, Lands and Tenements of him the ſaid Duke in *Weybridge* aforeſaid, ſhall be conveyed by the Parties to theſe Preſents to *Francis Howard* of, &c. Eſq; *Paul Ricaut* of, &c. Eſq; and *Cuthbert R.* of, &c. in the County of *York* Clerk, and their Heirs; In Truſt forthwith to make Sale of all or any part of the ſaid Manors, Lands and Premiffes, to raiſe the ſaid Sum of Twenty one thouſand Three hundred and forty Pounds. And it is hereby further mutually agreed, That until the ſaid Twenty one thouſand Three hundred and forty Pounds be raiſed by ſuch Sale and Sales, That the Rents, Iſſues and Profits of the ſaid Manors and Premiffes, ſhall be received by the ſaid Truſtees, and applied to pay the Intereſt of the ſaid Twenty one thouſand three hundred and forty Pounds, half yearly: Excepting only that no Intereſt is to be paid or allowed for the Sum of Fifteen hundred Pounds, mentioned in the ſaid Schedule, and part of the ſaid Twenty one thouſand, Three hundred and forty Pounds. And what of the ſaid Lands ſhall remain unfold after the ſaid Twenty one thouſand Three hundred and forty Pounds ſhall be raiſed by ſuch Sales, and all Intereſt paid as aforeſaid, the Remainder of the ſaid Lands, if any ſhall

be, to be and remain to the said Earl of *Arundel* for life, with Remainder to his first and other Sons in Tail Male successively, with like Remainder over in Tail to all other the Sons and Brothers of the said Duke for life, with Remainders to their first and other Sons in Tail, with other Remainders over in such sort and manner, and as the Castle and Manor of *Sheffield* is limited by the said Earl's Marriage-Settlement, made in the said Year 1677. And it is further agreed between the said Parties, That the said Duke will yearly pay out of the Revenue of his other Estate to the said Trustees, the yearly Sum of Two hundred fifty two Pounds towards the discharging of the Interest of the said debt of Twenty one thousand Three hundred and forty Pounds.

Provided always, and it is hereby agreed, That upon Sale of any part of the Premises, so much as the Interest of the same raised at Six *per Cent.* doth exceed the yearly Rent of the Lands sold, according to the Rents in the Schedule annexed, so much shall be abated out of the said yearly Payment of Two hundred fifty two Pounds, until the whole Payment by that means shall cease.

Item, It is agreed by and between the said Duke and Earl, That the Mannor of *Rotheram* and *Kimberworth*, with the Rectory of *Rotheram*, in the County of *York*, as in the Schedule hereunto annexed which referreth to this Article, shall be conveyed and released by the said Earl to the said Duke, as the Council of the said Duke shall advise.

Item, It is agreed by and between the said Duke and Earl, That the Manors of *Bungay*, *Burghbrum*, *Soia*, and the Prior, Manor of *Bungay*, and the Manor of *Ersham*, with the Rights, Members, and Appurtenances thereof: All which are to be ascertained and mentioned in a Schedule to be hereto annexed,

nexed, and have reference to this Article, shall be conveyed to the Lord *Thomas Howard* in Fee: And that the Sum of Seven thousand five hundred Pounds which the Premisses are now in Mortgage for, shall be paid and discharged out of the first Monies that shall be raised out of the Trust of making the Leases of the *Norfolk*-Estate, mentioned hereafter in the Sixth Article: And that the Premisses to be conveyed to the said *Thomas Howard* shall be charged and chargeable with the Annuities of Four hundred and forty Pounds *per Annum*, mentioned in one other of the Schedules hereunto annexed, which likewise hath reference to this Article.

Item, It is agreed by the said Duke and Earl, That the Manors, Lands, Tenements and Hereditaments in the County of *York*, whereof the Duke is now Tenant for Life in Possession in a Schedule hereunto annexed, shall be conveyed by the said Earl and Lord *Thomas*, by Lease of 99 Years to *S. F. N. F.* and *C. B.* as a Security for Payment of 1000 *l. per Annum* after the death of the said Duke, to such Person or Persons as the said Duke shall by Deed or Will appoint: And for want of such Appointment, to the Lady Duchess of *Norfolk* that now is, her Executors and Administrators for the Remainder of the Term of 9 Years, to commence from *Michaelmas*-Day last past, the said 1000 *l. per Annum* to be paid half yearly, at *Lady-day* and *Michaelmas*; and the first Payment to be made at *Michaelmas* or *Lady-day* next after the death of the said Duke, which of them shall first happen after the death of the said Duke.

Item, Whereas the Manors of *Rotheram* and *Kimberworth* in the County of *York*, are charged with Annuities of 1100 *l. per Annum* to the Brothers of the said Duke, *viz.* 100 *l. per Annum* to Mr. *Philip*, to

Mr. Charles 200 *l. per Annum*, to Mr. Edward 300 *l. per Annum*, and to Mr. Bernard 200 *l. per Annum*: It is agreed by the said Lord Duke of Norfolk, and the said Earl of Arundel Lord Mowbray, That the Castle and Manor of Castle-Rising, the Manor of Roydon, the Priory Cell and Rectory of Northwooton and Acle Marshes, and all other Lands, Tenements and Hereditaments, settled on him the said Earl in Fee upon his Marriage charged with a Mortgage of 10000 *l.* (for the Payment of which said Debt Provision is made in the first Article;) and the Feesimple Lands in *Suffex*, with the Parks of Growberry and Graystock in *Cumberland*, and several Cutlers Wheels, amounting to the yearly Rent of 92 *l.* in the County of *York*, expressed in a Schedule annexed, shall be conveyed by the said Parties to these Presents, and their Trustees, to S. F. N. F. and C. B. to have and to hold all and every the said Premisses, (except the said Cutlers Wheels) to them and their Heirs; and to have and to hold the said Cutlers Wheels to them, their Executors and Administrators for the Term of 99 Years, If the said Duke shall so long live: In Trust to receive the Rents, Issues and Profits of all and every the said Manors, Lands and Premisses; and therewith to pay the aforesaid Annuities, amounting in the whole to 1100 *l. per Annum* from time to time, as the same shall become due and payable; and for securing, freeing and discharging the said Manors of *Rotheram* and *Kimleworth* of and from the same: And afterwards for Payment of 370 *l. per Annum* for the Annuities mentioned in the Schedule relating to this Article: And afterwards for the indemnifying the said Duke, his Executors and Administrators of and from all Suits now depending, or that shall hereafter be depending or brought either in Law or Equity by all or any the Brothers of the said Duke, or by his Sister the Lady Elizabeth Teresa Mandonnell, their or any of their Heirs,

Heirs, Executors, Administrators or Assigns, or any the said Duke's Trustees, for or concerning the Rents and Profits of any Manors, Lands or Tenements within the Counties of *Norfolk, York, Suffolk, Westmorland, Cumberland*, or any other the Real or Personal Estate of or belonging to *Thomas* late Earl of *Arundel*, Grandfather of the said Duke *Henry*, late Earl of *Arundel*, Father of the said Duke, *Alaïbea* late Countess of *Arundel*, and *Thomas* late Duke of *Norfolk*, Brother of the said Duke, Party to these Presents, or any or either of them, or any other Demand whatsoever for or upon account of the said Real or Personal Estates, or either of them. And it is hereby mutually agreed, That the said Trustees shall have power either by Perception of Profits, Mortgage or Sale of all or any the last said Premises, to pay and satisfy the said Annuities, and all Arrears of the same, if any; and are also to reimburse and make good to the said Duke, his Executors, Administrators or Assigns, whatsoever he or they shall from time to time be damnified, or that shall be recovered against them, with what Costs and Charges he or they shall pay, expend, or be put unto by any of the said Duke's Brothers or Sister, their Heirs, Executors, Administrators or Assigns, for or upon account of any the Estates real or personal, as aforesaid. And after the said Annuities, and all Arrears of the same paid off; and the said Duke, his Executors, Administrators and Assigns reimbursed their said Damnifications, or what shall be recovered against them, as aforesaid, Then as to the said Manor of *Castle-Rising*, and other the said *Norfolk* Estate, and the said *Graystocke* and *Gowberry-Parks*, the same to remain to the said Earl of *Arundel* in Fee. And as to the said Fee-simple Lands in *Sussex*, to the said Earl for life, with Remainder in the Tail Male to his first and other Sons, with Remainder to all the said other Sons and Brothers of the said Duke, and other Persons for life, with Re-

mainders to their first and other Sons, as the said Castle and Manor of *Sheffield* is limited by the said Earl's Marriage-Settlement in 1677. And whereas the present Rents of the said Premises are not judged sufficient for the discharging of the said Premises, are not judged sufficient for the discharging of the said Annuities, It is hereby agreed by the said Lord *Arundel*, That he the said Lord *Arundel*, his Heirs, Executors or Administrators shall or will pay the yearly Sum of 318 l. for and towards the discharging of the said Annuities, and to make up what the Rents and Profits of the Premises mentioned in this Article shall fall short or fail to pay and satisfy. And it is further agreed between the said Parties, That the Manor of *Hansworth* and *Hughfield* shall be conveyed by Lease of 99 Years to the said Trustees for the better enabling to discharge the said Annuities until by the death of some of the Persons to whom the said Annuities are payable, shall be lessened, at least the Sum of 200 l. per Annum: And then the said Lease of 99 years of *Hansworth* and *Hughfield* to be void.

Item, It is agreed between the said Parties, That all and every the Castles, Honours, Manors, Lands, Tenements and Hereditaments in the Counties of *Norfolk*, *Suffolk* and *Essex*, of the said Duke's, (except the Gardens called *Counifford-Gardens* in *Norwich*, and except the Manors of *Earsham* and *Bungay cum Membris*, and other Estate therein agreed, and mentioned to be agreed, to be conveyed to the Lord *Thomas Howard* and his Heirs) shall be conveyed by the said Duke and Earl to certain Trustees to be indifferently named as aforesaid, and their Heirs upon trust in the first place, That the said Trustees may lease all or any part of the Premises (now in Lease to several Persons, and whose Leases or Interest will determine some within Ten years hence, and

and all within Twenty one years from this time) for any Terms or Numbers of Years not exceeding Forty one years, to be accounted from the *Annunciation* of the Blessed Virgin *Mary* now last past, for the raising the Sum of Fifteen thousand four hundred and sixty Pounds due upon several Mortgages mentioned in the Schedule hereunto annexed, which hath reference to this Article; the first Monies raised thereby to be employed for the discharging of the Mortgage upon *Earsham* and *Bungay*, and other the said Estate agreed to be conveyed to the said Lord *Thomas Howard*: And the Rents, Issues and Profits of all and every the said Premisses in *Norfolk*, *Suffolk* and *Essex*, to be received and applied to pay and discharge the Interest of the said debts. And it is hereby further agreed between the said Parties, That the said Manors of *Hansworeb* and *Hughfield*, and all Lands therewith used or reputed parts or parcels of the same, charged nevertheless with the aforesaid Terms of 99 years, mentioned in the fifth Article: As also the Manor and Rectory of *Ecclesfield* in the County of *York*, and all Lands therewith used or reputed parts or parcels of the same, shall be conveyed to Trustees to be named by the said Duke and their Heirs: In trust that the Rents and Profits thereof (as well as of all other the said Premisses in *Norfolk*, *Suffolk* and *Essex*, hereby directed to be conveyed to the said other Trustees until the said Fifteen thousand four hundred and sixty Pounds be raised and paid) be received and applied by the said Trustees to pay off the Interest that shall from to time become due upon the said Mortgages, or for the said debts: And that after the said Fifteen thousand four hundred and sixty pounds shall be raised and paid, that then all the said Trustees to be named in both the Conveyances intended by this present Article shall by Perception of Profits, Sale or Mortgage (as may be requisite) of

of all or any of the said Manors and Premisses in the said Counties of *Norfolk*, *Suffolk* and *Essex*, (except the Duke's Pallace in *Norwich*, *Crumford Garden*, and the Premisses agreed to be conveyed to the said Lord *Thomas* as aforesaid, as well those in Possession as the Reversions of the aforesaid Leases, to be made by the said Trustees for Terms not exceeding One and forty years, and the Rents reserved upon the same; as also the Manors of *Hansworth* and *Hughfield*, and the said Manor and Rectory of *Ecclesfield*, or all or any the aforesaid Premisses, raise and pay so much of the said Twenty one thousand Three hundred and forty pounds mentioned in the said first Article, as the Manors, Lands and Premisses therein appointed to be sold, shall and may not raise and pay; as also the residue of the said Fifteen thousand four hundred and sixty pounds shall not or may not be raised by the making of the said Leases to a Term exceeding Forty one years: And in the next place for the payment of the said 1100 *l.* Annuities, and discharging the said Manors of *Rotheram* and *Kimberworth* of and from the same; and for indemnifying and saving harmless the said Duke, his Executors, Administrators, and Assigns, and Trustees, of and from the said Suits, Claims and Demands of his said Brothers and Sister, their Heirs, Executors, Administrators and Assigns, which are mentioned and intended in the said fifth Article in aid of the said other Estate therein appointed, and set apart for that purpose: As also for the payment of the said 1000 *l. per Annum* for the Nine years mentioned in the fourth Article, to be payable to such person or persons as the said Duke shall appoint, or in default of such appointment to the said Duchess, in aid of the Estate mentioned in the said Article, to be leased for 99 years for that purpose. And after those Trusts performed, Then all and every the said Manors and Premisses that shall remain to be conveyed

veyed by the said Trustees in both the said Conveyances to the use of the said Earl of *Arundel* for life, Remainders to his first and other Sons in Tail Male, Remainder to the said Duke's other Sons and Brothers, and other persons for life, and in Tail in such manner as the said Castle and Manor of *Sheffield* is settled by the said Earl's Marriage-Settlement in 1677. with powers for any Tenant for life, or in Tail in possession to make Leases for Twenty one years, or three Lives in possession as Tenant in Tail by Law may do. And the said Earl doth hereby further agree, That he the said Earl shall and will demise and grant all that Estate of Nine hundred ninety nine pounds four shillings seven pence, or thereabouts, mentioned in a Schedule annexed to the said Earl's said Marriage-Settlement, to Trustees to be named by the said Duke for the term of Ninety nine years, if he the said Earl shall live so long, for the better securing the said Duke, his Executors, Administrators and Assigns, of and from the said Suits and Demands of his said Brothers and Sister, their or any of their Heirs, Executors or Administrators, according as is mentioned and intended in and by the said fifth Article. And it is hereby agreed between the said Parties, That all and every the said Mortgages of all, or any the said Premisses, except these of the said Estate herein after-mentioned to be conveyed to the said Lord *Thomas Howard*, when paid off, shall be either surrendered or extinguished, or else assigned in trust for the protecting of the said Leases to be made by the said Trustees. And for the better securing the Trusts and due Performances of all and every the Matters and Things in this present Article; and the said Mortgages of the Lord *Thomas Howard's* said Estate, to be assigned as he shall appoint.

Item,

Item, For the building of a Capital Mesuage or Pallace in *Arundel-Ground* in the Parish of *St. Clements Danes* in the County of *Middlesex*; It is agreed, That the Ground-Rent of divers Mesuages or Tenements leased for Forty one years or under, mentioned in one of the Schedules hereunto annexed, relating to this Article, shall by Sale or otherwise be disposed of for the raising of Monies to build the said Capital Mesuage or Pallace. And for a further supply that the Reversionary Term of the said Leases made or to be made, vested in Mr. *Dalmaboy* and Mr. *West*, by virtue of an Assignment of a Lease made by the said Duke of *Norfolk* to them, shall be in trust for the raising of a further Sum for the finishing of the said Capital Mesuage, and for the raising of a Sum of Money for the purchasing of any Houses or Ground necessary or convenient, as the Trustees shall think fit for the carrying on the Model of *Arundel-Ground*, as also for the indemnifying and saving harmless the said Duke, his Executors and Administrators, of and from all damages that shall or may happen to the said Duke, his Executors or Administrators, for or by reason of not carrying on the Buildings according to the said Model.

Item, Whereas the said Earl, Party to these Presents, hath charged his said Estate of *Castle-Rising* with the payment of 1100 *l. per Annum* Annuities, to his Uncles, the Brothers of the said Duke; and that also in consideration the said Earl of *Arundel*, together with the Earl of *Peterborough*, do join in the said Marriage-Settlement in order to make Sales and Securities of, and out of the Manors, Lands, Tenements and Hereditaments in the Counties of *York*, *Lancaster* and *Warwick*, for payment of debts, and securing his Grace the said Duke from divers Claims and Pretensions of several persons, as is herein

herein before-mentioned and intended : Therefore it is agreed, That his Grace the said Duke shall convey to the said Earl in Fee the Barways, Castles and Manors of *Graystock* and *Burgh*, and all Manors, Lands, Tenements and Hereditaments in the Counties of *Cumberland* and *Westmorland* of the said Duke's, except the said Parks of *Graystock* and *Growberry*, which are agreed to be settled in other manner as aforesaid.

Item, It is agreed between the said Parties, That the Lord *Arundel* shall release all his Claims and Pretensions to all or any part of the said Duke's personal Estate whatsoever, as also to release all Claims to the Duke's Real Estate whatsoever, except what is settled by Act of Parliament, or by his the said Earl's Marriage-Settlement, and except what is not herein by any Article agreed to be conveyed and settled : And shall at the Costs and Charges of the said Duke join with the said Duke, and confirm or release by sufficient Assurances or Instruments in Law as Council shall advise, all Sales and Settlements that are already or that hereafter shall be made by his said Grace of all or any of the real or personal Estate of the said Duke, not being contrary or in diminution to this Agreement.

Item, It is agreed between the said Parties, That the said Duke shall have all Arrears of Rents and Fines that are in any of the Estates that his Grace passeth away by this Agreement, free from the Claim of the Earl of *Arundel* by the Trustees, to whose hands any part of the said Estate shall be conveyed.

Item, Whereas in the Act of *tertio Caroli*, for annexing the Castles, Lordships, Lands and Tenements in the County of *Sussex*, and *Arundel-House*,
and

and Tenements in the County of *Middlesex*, (amongst other things) there is reserved 200 *l. per Annum* payable out of the Rents, Issues and Profits of the said Premises, for the repairing of *Arundel-Castle* and *Arundel-House*: It is agreed between the said Parties to these Presents, That the said Lord *Arundel* shall and will (as far as in him lies) discharge the said Duke, his Executors and Administrators from the payment of all the Arrears of the said 200 *l.* payable for the Uses aforesaid.

Item, It is agreed as to order of the Payment of the debt of Twenty one thousand three hundred and forty pound, mentioned in one of the Schedules to these Articles annexed, *viz.* In the first place Five thousand seven hundred pounds, to be paid to the said Duke for the Lady *Frances* her Portion: 2^{ly.} 1000 *l.* to Workmen: 3^{ly.} 10000 *l.* debt upon *Rising*, the residue of the debt of 21340 *l.* as the Trustees shall think fit.

Item, It is agreed by and between the said Parties, That the said Earl shall seal and execute to the said Duke a Release of all Breaches of Covenants contained in the said Marriage-Settlement in 1677. and all other Demands of what nature or sort soever to the 25th day of *March* last past, except to the said Duke's Covenant contained in the said Marriage-Settlement for making further Assurance: And the said Duke doth hereby agree to give to the said Earl a General Release to the said 25th day of *March* aforesaid, as Council shall advise: And it is hereby declared and agreed, That all and every the said Trustees shall and may in the first place pay and discharge out of the said respective Estates all such Sum and Sums of Money as they shall expend, or pay in and about the Execution of the respective Trusts herein contained.

And

And lastly, The said Earl of *Arundel* doth hereby for Himself, his Heirs, Executors and Administrators, covenant, promise, grant and agree, That he the said Earl before the end of *Easter-Term*, shall and will procure the Right Honourable the Earl of *Peterborough*, and in case of his death, other sufficient consent of Parties, for revoking the Uses contained in the said Marriage-Settlement, and to join in such Deed or Deeds of Reversion with the said Duke and Earl of all and every the said Manors of *Hansworth* and *Hughfield*, the Manor and Rectory of *Ecclesfield*, the said reputed Manor of *Billisby*, the said Farms in *Wilby*, and other the Premises; for which there is a power to revoke the Uses thereof in the said Marriage-Settlement, in order to enable a Performance and due Examination of these Presents, according to the true intent and meaning of the same.

And it is hereby further agreed, That the aforesaid Conveyances and Settlements hereby agreed to be made, shall contain such reasonable Covenants as Council shall advise, and such Provisions to be made for preserving contingent Remainders as Council shall likewise advise. In witness, &c.

Articles

Articles for the Assignment of the Remainder of the Term of Years upon Lease unexpired of two Messuages, and also the Inheritance of such Conveyance, as Council shall advise.

Articles, &c. between J. A. of the Parish of St. Clement Danes in the County of Middlesex Widow, of the one part; and S. F. of the said Parish Esq; of the other part.

I*mprimis*, Whereas by Indenture bearing date on or about the Fifteenth day of February, which was in the Year of our Lord 1696. made or mentioned to be made between *Thomas Stagg* of the Parish of *St. Clement Danes* Distiller, of the one part; and *John Cornelius* of the same Parish Bricklayer, of the other part. The said *Thomas Stagg* for the Considerations therein mentioned, did demise and grant unto the said *John Cornelius*, all those two Messuages or Tenements situate and being in *Angel* or *Sun-Court* or *Alley* in the Parish of *St. Clement Danes* aforesaid; one of them, with a Yard thereto belonging, being then in his own occupation; and the other of them called the *Hot-house*, and adjoining to the said other Tenement, together with a Yard thereto belonging, together with all Ways, Passages and Appurtenances thereunto belonging. To have and to hold the said Messuages or Tenements, and Premises, with the Appurtenances, unto the said *John Cornelius*, his Executors, Administrators and Assigns, from *Christmas* then last past before the date of the said Indenture, unto the full End and Term of 21 Years from thence next ensuing, at and under the Yearly Rent of 19 *l. per Annum*, payable Quarterly by equal Portions; as in and by the said Indenture of Lease, relation being thereunto had, more at large

large appeareth: And whereas the Estate and Interest of the said *Cornelius* in and to the said Premises for the Remainder of the Term of 21 Years in the said recited Indenture mentioned, is by mean Assignment come unto and legally vested in the said *J. A.* And whereas the said *Thomas Stagg* hath since conveyed the Inheritance of the said Premises unto the said *S. F.* and his Heirs. Now it is hereby mutually agreed by and between the said Parties to these Presents: And the said *J. A.* for herself, her Executors, Administrators and Assigns, doth covenant, promise and agree to and with the said *S. F.* his Executors and Administrators by these Presents, That she the said *J. A.* and all other Person and Persons having or claiming any Estate, Title or Interest in the said Premises, by, from or under her, or the said *John Cornelius*, shall and will on or before the 25th day of *March* Instant, for the Consideration hereafter mentioned, grant, bargain, sell, assign, and set over unto the said *S. F.* his Executors, Administrators and Assigns, or to such other Person or Persons as he shall appoint, the said recited Indenture of Lease, and all her and their Estate, Title, Interest, Term of years yet to come and unexpired, claim and demand whatsoever, in and to the said two Messuages or Tenements, and Premises, with the Appurtenances by virtue of the said recited Indenture of Lease or otherwise howsoever, by such Conveyance as Counsel shall advise.

In Consideration of which Assignment the said *S. F.* doth hereby Covenant, promise and agree to pay, or cause to be paid unto the said *J. A.* her Executors, Administrators or Assigns, the Sum of 200 *l.* of lawful Money of *England*, on the said 25th day of *March* aforesaid, deducting thereout all such Sum and Sums of Money as are due and in arrear unto the said *S. F.* of the said Yearly Rent of 19 *l. per Annum*, payable by the said recited Indenture of

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Lease,

Lease, until and for *Lady-day* next; which the said *J. A.* doth hereby promise and agree shall be there-out deducted accordingly. **In witness, &c.**

Articles for the sale of several Manors, and that the Duke and Duchess shall levy a Fine, and that the Duke's Trustees, Mortgagees and Incumbrancers shall Assign their Estates, Mortgages and Incumbrances.

Articles Indented, &c. between the High and Mighty Prince George Duke of Buckingham, and Knight of the Most Noble Order of the Garter, on the one part; and John Nicholl, of Grays-Inn in the County of, &c. of the other part.

I*mprimis*, It is agreed between the said Parties, and the said Duke doth hereby Covenant and agree to and with the said *John Nicholl* and his Heirs, for the Consideration of the Sum of 28000 *l.* to be paid in such manner as herein-after is mentioned, to grant, bargain and sell unto the said *John Nicholl*, and his Heirs, All that the Scite of the late dissolved Monastery of *Garrowden*, with the Rights, Members and Appurtenances thereof in the County of *Leicester*; and all those the several Manors and Lordships of *Garrowden* and *Sheepshead*, with their and every of their Rights, Royalties, Members and Appurtenances in the said County of *Leicester*: And all that the Manor, or Reputed Manor of *Hathorne* alias *Hawthorne*, with the Rights and Appurtenances thereof in the said County of *Leicester*: All that the Forest of *Charnwood* alias *Charwood*; and also one Rent of 16 *s.* issuing out of the Vicaridge of *Sheepshead* in the said County of *Leicester*: And all that the Rectory of *Dishley* alias *Dixley*, with the Appurtenances in the said County of *Leicester*; and all and all manner of Tithes, Oblations, Obventions, Pensions

sions and Portions of Tithes, renewing, growing, increasing or happening in *Dishley* alias *Dixley*, *Garrowden* and *Threpaine*, and every or any of them in the said County of *Leicester*: And the Advowson of the Church of *Dishley* alias *Dixley*, and Free Fishing in the River of *Soare*; and all and singular the Messuages, Farms, Lands, Meadows, Pastures, Woods, Wood-grounds, Wastes, Heaths, Furzes, Moors, Marshes, Waters, Fishings, Fishing-places, Courts, Court-Leets, Profits, Commons, Commodities, Hereditaments and Appurtenances whatsoever to the said Scite of the said Monastery, and several Manors and Lordships, Forest, Rectory and Premisses, and every or any of them belonging or appertaining, or therewithal used, occupied, or enjoyed, or accepted, reputed, deemed or taken as part, parcel or member thereof, or of any part thereof: And all other the Manors, Messuages, Farms, Lands, Rents, Tithes, Meadows, Pastures, Woods, Wood-grounds, Commons, Tenements and Hereditaments whatsoever, whereof the said Duke, or any person or persons in trust for him, standeth or stand seised, situate, lying, or being within the Manors, Towns, Fields, Parishes, Hamlets, Precincts and Territories of *Garrowden*, *Sheepshead*, *Hatborne* alias *Hawthorne*, *Long-Whetton*, *Halling-ball* alias *Halliwell-ball*, *Dishley* alias *Dixley*, *Longborough*, *Sutton*, *Bunnington*, and in the Forest of *Charnewood* alias *Charwood*, and every or any of them. And the said Duke doth hereby Covenant with the said *John Nicholl*, That he the said Duke, and his Wife the Duchess of *Buckingham*, shall and will sometime before the 21st of *November* now next ensuing, levy a Fine, and make such further Assurances of all and every the Premisses unto the said *John Nicholl*, his Heirs and Assigns, as shall be reasonably advised or required: And that the Trustees of the said Duke, and Mortgagees and Incumbrancers of the said Estate, shall assign their Estates,

Mortgages and Incumbrances of, in, or upon the Premises, to the said *John Nicholl*, his Heirs, Executors or Administrators, or to such as he or they shall appoint.

And the said *John Nicholl* doth hereby, for Himself, his Heirs, Executors and Administrators, Covenant, grant and agree to and with the said Duke, That the said *John Nicholl*, in consideration thereof, shall and will pay the Sum of 28000 *l.* in manner following; that is to say, the Sum of 15000 *l.* for discharging and paying off the two Mortgages now upon the said Estates, one of them to Sir *William Gulston*, the other to Mr. *Howland*, the said 15000 *l.* to be paid to the said Mortgagees, or their Assigns, the last day of *Trinity-Term* next, or so soon as the said Duke, or the said *John Nicholl* shall procure the said Mortgagee or their Assigns, to accept of their Monies, and assign their Mortgages to the said *John Nicholl*, or to such person or persons as he shall appoint, the Sum of 13000 *l.* residue of the said 28000 *l.* to be paid and applied for the paying and discharging the Interest that shall be due upon the said Mortgages at the time of the paying of the said 15000 *l.* principal Money; and the Mortgagees assigning the said Mortgages: And the Remainder of the said 13000 *l.* to be paid for taking off and discharging Incumbrances, 5000 *l.* thereof on the last day of this next *Michaelmas Term*, and the Residue or Remainder of the said 13000 *l.* (deducting thereout what is herein-after agreed to be deducted and allowed) to be paid on the last day of *Hillary-Term* next.

And it is hereby mutually agreed, That the said *John Nicholl*, his Heirs or Assigns, shall and may enter into, and upon, and take possession, and receive the Rents and Profits of all and every the said Premises from our *Lady-day* last past, before the date of these presents.

And

And whereas it cannot at present be ascertained what the true clear yearly Value of *Okeley* and *Oxley-Springwoods* may be beyond the Woodkeepers Salary, and other Charges, it being doubted they will not amount to above 50 *l. per Annum*, though the same are estimated in the Particular delivered in at 100 *l. per Annum*; It is therefore mutually agreed between the said Parties, That the said *John Nicholl* shall have and receive the profit of the Bark of all the Trees upon the Premisses, sold to Mr. *Fennings*, which are yet unfelled, or else shall default and detain the Sum of 200 *l.* out of the last payment of the said 25000 *l.* in lieu of the said Bark, at the Election of the said Duke, such Election to be made in writing under the Hand of the said Duke before the last day of next *Michaelmas-Term*.

And it is hereby further agreed, That the Costs and Charges of Suit (if any be) in procuring a good Conveyance from the said Duke's Trustees or Mortgagees, is in like manner to be deducted and allowed out of the last payment of the said 28000 *l.* And the said *John Nicholl*, his Heirs, Executors or Administrators, shall have liberty to make use of the name of the said Duke in any Suit or Suits for that purpose.

And lastly, it is hereby mutually agreed, That the Contracts for Woods with *Lemm* and *Fennings*, shall be expressly excepted in the Covenants against Incumbrances in the Conveyance to be made of the Premisses to the said *John Nicholl* and his Heirs.
In witness, &c.

Articles for the Bargain and Sale of the Equity of Redemption of a Rectory or Parsonage, and to join with the Mortgagee in assigning over the Mortgaged Premises.

Articles, &c. between Thomasin Leche, of the County of Middlesex Spinster, and Thomas Beven of the other part.

WHereas the said *Thomasin Leche* is seised of or intituled to the Equity and Benefit of Redemption of the Rectory and Parsonage of *Duffield*, with the Glebe Lands, Tithes, and other the Appurtenances thereunto belonging, situate, lying, and being in the County of *Derby*, the Fee and Inheritance whereof is now vested in *Ambrose Phillips* of the *Inner-Temple*, *London*, Esq; or his Trustees, by virtue of a Mortgage made by *Edward Leche*, late Brother of the said *Thomasin*, for securing divers Sums of Money besides Interest: And whereas the said *Thomasin Leche* hath contracted with the said *Thomas Beven* for the Sale of the Rectory of *Duffield* and premises; and all Right, Interest, or Title in Law or Equity, of, in, to, or out of the same: Now these Presents witness, and the said *Thomasin Leche* for, and in consideration of the Sum of 1000 *l.* of lawful Money of *England*, to her in hand paid by the said *Thomas Beven*, at and before the sealing and delivery of these presents, the Receipt whereof she the said *Thomasin Leche* doth hereby acknowledge, and thereof doth acquit and discharge the said *Thomas Beven*, his Executors and Administrators by these presents: And also for and in consideration of the Sum of Three thousand two hundred and nineteen pounds One shilling and eight pence more of lawful Money of *England*, agreed to be paid by the said *Thomas Beven*,

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as is herein after-mentioned, she the said *Thomasin Leche* doth Covenant, promise and agree to and with the said *Thomas Beven* by these presents, That she the said *Thomasin Leche* shall and will on, or before the Twenty ninth day of *May* next ensuing the date of these presents, grant, bargain and sell; and she doth hereby grant, bargain and sell unto the said *Thomas Beven*, his Heirs, Executors and Administrators, all that the said Rectory and Parsonage of *Duffield*, with the Glebe Lands, Tithes, and other the Appurtenances thereunto belonging: And all her Estate, Title, Interest, Benefit and Equity of Redemption, of, in, and to the said premises, and to every part and parcel thereof: And also that she and her Heirs shall and will join with the said *Ambrose Phillips*, and his Trustees, to grant, convey and assign over his said Mortgage; and the said Mortgaged Rectory and Premises, and all her, his and their Estate and Interest therein, to the said *Thomas Beven* and his Heirs, or to such person or persons as he or they shall appoint: And it is hereby Covenanted and agreed between the said Parties, to these presents; and she the said *Thomasin Leche* doth hereby agree, that the half years Rent of the said Rectory and Premises that was due on the 25th of this instant *March*, shall and may be had and received by *Thomas Beven* or his Assigns: In Consideration whereof, the said *Thomas Beven* doth hereby Covenant, promise and agree to pay or cause to be paid unto the said *Thomasin Leche* the Sum of 198 *l.* 2 *s.* 7 *d.* of lawful Money of *England*, on the 29th day of *May* next ensuing the date of these presents, and will also on the same 29th day of *March* pay unto the said *Ambrose Phillips* the Sum of 292 *l.* 19 *s.* 1 *d.* (which the said *Thomasin Leche* doth hereby agree will be then due unto him for principal Interest and Costs of Suit:) And the said *Thomas Beven* doth hereby declare, That the said 1000 *l.*

herein before-mentioned to be paid by the said *Thomas Beven*, was the proper Monies of *Reginald Pinder* of *Duffield* in the County of *Derby* Esq; and that the name of the said *Thomas Beven* is made use of in these Presents only in trust for the said *Reginald Pinder*, and his Heirs. **In witness, &c.**

Articles for ending and concluding all Matters of Accounts and Differences in a Cause in Chancery, with Covenants for payment of Money, sealing of Leases, and vacating a Recognizance given to abide the Accounts to be taken by a Master.

Articles of Agreement Indented, had, made and fully agreed upon this 2d day of March 1692. in the Fourth year of the Reign of our Sovereign Lord and Lady William and Mary, by the Grace of God, &c. between William Walbank of, &c. and Elizabeth his Wife, of the one part; and the Right Honourable Major General Thomas Maxwell, and the Right Noble Jane Duchess Dowager of Norfolk his Wife, and Charles Mawson of the Parish of St. Clement Danes in the County of Middlesex Esq; the only Acting Executor of the most Noble Henry Duke of Nortolk deceased, of the other part.

WHereas there was heretofore a Suit depending between the said *William Walbank*, Party to these presents, and *Elizabeth* his Wife, and *Peter Vandeancker* Merchant, Complainants against the said *Henry* late Duke of *Norfolk* deceased, and others Defendants; and which Suit hath been since revived, and is now depending against the said *Charles Mawson*, as Executor of the said Duke, and others Defendants. And whereas the said late Duke in his life-time, together with *Simon Fox* Esq; and *Lancelot Copleston*, entred into a Recognizance to the said

saïd Court of *Chancery* in the penal Sum of 2000 *l.* conditioned to abide the event of the Accompt to be taken in the saïd Cause, and to answer what should appear to be due thereon : And whereas the Accompt was taken by Sir *Samuel Clarke* Kt. late one of the Masters of the saïd Court, until and for *Lady-day* 1687. and the ballance thereof paid and satisfied unto the saïd *William Walbank*, by the saïd *Thomas Maxwell*, *Jane Duchefs Dowager of Norfolk* his Wife, and *Charles Mawson*. Now for a final End and Conclusion of all other matters of Accounts, Disputes and Differences in the saïd Cause depending ; It is Covenanted, concluded and finally agreed by and between the saïd Parties to these presents in manner and form following : And the saïd *William Walbank* and *Elizabeth* his Wife, for and in consideration of the Sum of One hundred pounds to them in hand paid by the saïd *Charles Mawson*, the Receipt whereof they the saïd *William Walbank* and *Elizabeth* his Wife do hereby acknowledge, and thereof do acquit and discharge the saïd *Charles Mawson*, his Executors and Administrators by these presents : And also in consideration of the further Sum of 500 *l.* agreed to be paid to the saïd *William Walbank* and his Wife, their Executors, Administrators and Assigns, in such manner as is hereafter mentioned, he the saïd *William Walbank* doth for himself and *Elizabeth* his Wife, their Heirs, Executors and Administrators, Covenant, promise and agree to and with the saïd *Thomas Maxwell* and *Charles Mawson*, That upon payment of the saïd 500 *l.* according to the true intent and meaning of these presents, they or their Executors, Administrators or Assigns, shall and will seal and execute unto the saïd *Thomas Maxwell*, *Jane Duchefs Dowager of Norfolk*, a general Release of all matters in difference in the saïd Suit or otherwise, as Councel shall advise ; and also shall and will deliver, or cause and procure to be delivered
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up to them the said *Thomas Maxwell*, *Jane Duchefs Dowager of Norfolk* his Wife, and *Charles Mawson*, one Indenture of Lease made by the said *Henry* late Duke of *Norfolk* and others, unto *Matthias Taylor Esq;* deceased, for the Term of 21 years, of certain Fenlands in the *Ile of Ely*, to be cancelled; and shall also at the Costs and Charges of the said *Thomas Maxwell*, cause the said Recognizance to be vacated upon Record; and do hereby consent and agree, That the same shall be vacated, and made void accordingly. And the said *William Walbank* for him and his Wife, their Executors, Administrators and Assigns, doth Covenant, grant and agree, to and with the said *Charles Mawson*, his Executors and Administrators, by these presents, That he the said *William Walbank*, nor *Elizabeth* his Wife, their Executors, Administrators nor Assigns, nor any other or others, by his or their Assent, Consent, Means, Privity or Procurement, shall or will, at any time hereafter, arrest, molest, or trouble, or wittingly or willingly permit, or suffer to be arrested, molested or troubled, the said *Charles Mawson*, his Heirs, Executors or Administrators, or any of them, upon, for, or by reason of the said Recognizance and Sum of 2000 *l.* therein contained, or any part or parcel thereof, nor sue, nor take forth, nor permit or suffer to be sued, or taken forth any Process or Execution, upon or by reason of the said Recognizance, against the said *Charles Mawson*, his Heirs, Executors or Administrators, or any of them; nor shall at any time hereafter, by any colour or means whatsoever, levy the Debt or any part thereof, of, or upon the Lands, Tenements, Goods or Chattels of the said *Charles Mawson*, or which he may be answerable or accountable for as Executor of the said Duke: Provided always that the said *William Walbank* and *Elizabeth* his Wife, their Executors, Administrators or Assigns, shall and may be at his or their liberty to sue the same Recognizance against
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the real Estate of the said late Duke, or against the said *Simon Fox* and *Lancelot Copleston*, their Heirs, Executors or Administrators, in case default be made in payment of the said 500 *l.* at the times herein after-mentioned, as though these presents had not been made. And the said *William Walbank* for the Considerations aforesaid, doth release to the said *Charles Mawson* the said Recognizance, and all Suits, debts, duties and demands whatsoever, as well in Law as Equity, which he hath against the said *Charles Mawson*, either in his own right, or as Executor of the said Duke of *Norfolk*, or otherwise howsoever: And the said *Thomas Maxwell* for himself, his Heirs, Executors and Administrators, doth Covenant, promise, grant and agree to and with the said *William Walbank*, his Executors, Administrators and Assigns, by these presents, That he the said *Thomas Maxwell*, his Heirs, Executors or Administrators, some or one of them, shall and will pay or cause to be paid unto the said *William Walbank* and his Wife, their Executors, Administrators or Assigns, the Sum of One hundred pounds, part of the said 500 *l.* on the 29th day of this Instant *September*; One hundred pounds more on the 24th day of *October*, and the further Sum of 300 *l.* residue and in full payment thereof, on the 25th day of *December* next ensuing: Provided always, and it is agreed by and between all the said Parties to these presents, That the Decree made in the said Cause in the said Court of *Chancery*, and the Recognizance before mentioned, as against all Parties thereunto, or persons therein concerned, except the said *Charles Mawson*, shall remain, stand, and be as a further Security unto the said *William Walbank* and his Wife, for the securing the payment of the said 500 *l.* in manner as aforesaid. In witness, &c.

Articles for Lessor to make a Lease to Lessee of several Closes of Meadow, for the Remainder of his Term of years unexpired: Lessee in consideration thereof to pay 50 l. in satisfaction for Improvements, to pay such yearly Rent, and to lay such quantity of Dung for the Three last years, to maintain Repairs, and not to dig for Earth or Gravel, or to convert into Tillage: And Lessor if he take a new Lease, to let the same to Lessee under the same Rents and Covenants.

Articles of Agreement Indented, &c. between B. K. of, &c. and M. L. of, &c. as followeth.

WHereas the said B. K. is possessed by virtue of a Lease from Sir R. J. Kt. and Alderman of the City of London, for several years yet to come, of and in all that Field of Meadow or Pasture-ground called by the name of *South-Maberne*, abutting upon *Maiden-Lane*, containing by Estimation 18 Acres more or less; two other Fields abutting upon the same Lane, containing by Estimation 15 Acres, and 2 Roods; and one other Field, containing by Estimation 15 Acres and one Rood, and two Perches, lying between the said two Fields; and a certain Field called *Pound-field*, and one little Field called by the name of the *Three-Acres*, containing by Estimation four Acres; and the said Field called the *Pound-field*, containing by Estimation twelve Acres: All which said Fields or parcels of Land are situate, lying and being in the Parish of *St. Pancrass* in the said County of *Middlesex*. And whereas the said *Benj. K.* hath improved the said Lands by laying Dung thereon and otherwise: Now it is agreed by and between the said Parties to these presents; and the said B. K. doth hereby agree to demise unto the said M. L. the said Fields and Closes of Land, for and during all the

the time and term of years which the said *B. K.* hath therein yet to come, except one Month, to commence from *Christmas* next ensuing : In Consideration whereof the said *M. L.* doth Covenant and agree to pay down to the said *B. K.* upon the sealing and executing of such Lease by the said *B. K.* or upon his being put in possession of the same, the Sum of 50 *l.* of lawful Money of *England*, in recompence and towards satisfaction of such Improvements as the said *B. K.* hath made on the premises.

And the said *M. L.* doth hereby agree and covenant to pay yearly, and every year during the said Term, for the said two Fields abutting upon *Maiden-Lane*, containing by Estimation 15 Acres and two Roods, the yearly Rent of 47 *s. per Acre per Annum*: And for the rest of the said Lands and Premises, the Rent of 48 *s. per Acre per Annum*, the said Rents to be paid and payable half yearly, at *Midsummer* and *Christmas*, by even and equal portions, without any deductions or abatements whatsoever.

And the said *M. L.* doth agree to lay or cause to be laid yearly in each of the three last years of the said Term, hereby agreed to be let, fifty Loads of Dung upon each 20 Acres of the premises, hereby agreed to be demised : And to keep the Fences, Gates, Rails, Posts and Stiles in good repair during the said Term ; and so to yield up, and leave the same at the end or determination of the said Term, and to pay all Taxes, Duties and Impositions laid or to be laid on the premises during the said Term.

And the said *M. L.* doth also agree not to dig for Gravel or Brick-earth, or to plough or convert into Tillage any of the said premises so to be demised ; and if he shall do so, to forfeit 5 *l. per Acre* for every Acre yearly which he shall dig or convert into Tillage as aforesaid.

And the said *B. K.* doth hereby agree, That in case he shall at any time hereafter take any new Lease of
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the said premisses from the said Alderman *Jefferies*, his Heirs or Assigns, That then he the said *B.K.* shall and will make a new Lease thereof to the said *M.L.* at and under the same yearly Rent which the *B.K.* now pays to the said Alderman *Jefferies* for the same, and for and during the term of such new Lease, except a month or thereabouts without any Fine or Income to be paid by the said *M.L.* for such Lease. And the said *M.L.* is to hold the same under the same Covenants as the said *B.K.* shall be obliged to hold the same by, from the said Alderman *Jefferies*, his Heirs or Assigns.

And whereas the said *B.K.* in right of *Frances* his Wife, who was the Relict and Executrix of *Christopher Busby* late of *Islington* in the said County of *Middlesex*, Inholder, deceased; by virtue of a Lease from *Mary Wood* Widow, and *Roger Wood* Esq; unto the said *Christopher Busby*, is possessed of, or interested in all those Closes or Parcels of Pasture-ground heretofore one Field, with the Appurtenances, commonly called or known by the name or names of the *Commendary-Monks*, situate in *Islington* aforesaid, containing by Estimation threeſcore Acres: And all that Close, or Field, or parcel of Pasture-ground, with the Appurtenances, commonly called or known by the name of the *Vale-Royal*, containing by Estimation 12 Acres, situate, lying, and being in *Islington* aforesaid; with all Ways, Easements, Profits, Commodities, Emoluments and Hereditaments thereunto belonging, (except as herein is excepted) late in the Tenure or Occupation of the said *B.K.* And whereas the said *B.K.* or those under whom he claims, have built and erected upon part of the said Premisses, a Messuage, Tenement or Inn, now called or known by the name or sign of the *White-Lion*, situate, lying, and being in the Town of *Islington* aforesaid. And whereas the said *Mary Wood* and *Roger*, have lately entred upon and taken possession of the said Premisses by virtue of a
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Judgment in Ejectment for Non-payment of the Rent reserved on the said Lease; and the said *B. K.* hath exhibited his Bill in *Chancery* to be relieved against the same. Now it is agreed between the said *B. K.* and *M. L.* and the said *B. K.* doth hereby agree to demise unto the said *M. L.* the said Closes or Fields of Pasture-ground; and the said Messuage or Tenement, called the *White-Lion*, with the Out-houses, Yards, Gardens, Orchards, Sheep-pens, and other the Appurtenances thereunto belonging, (except as in the said Lease is excepted;) To have and to hold the same from the time that the said *B. K.* shall be restored to the possession thereof by the said Court of *Chancery*, for and during all such time and term as shall be then to come in the said Lease, except one Quarter of a year, at and under the yearly Rents hereafter-mentioned, and under the same Covenants as are contained in the said Lease on the Lessees part to be done and performed, and the Agreements in these presents contained: And the said *B. K.* doth agree to put the said Messuage or Tenement, and Out-houses thereunto belonging, in good and tenantable repair.

And the said *M. L.* doth Covenant and agree to pay, or cause to be paid unto the said *B. K.* his Executors, Administrators or Assigns, for the said Messuage or Inn, the yearly Rent or Sum of Forty pounds by Quarterly payments at the usual Feasts or Terms in the year, by equal Portions: And also to pay for the said Fields or Closes of Pasture-ground the yearly Rent of Four pounds *per Acre per Annum* for every acre thereof, by Quarterly payments as aforesaid. And the said *M. L.* doth Covenant and agree to keep and leave the said Messuage or Inn, and Out-houses, Sheep-pens, Gates, Stiles, Rails and Fences, in good and sufficient repair.

And

And it is further agreed by and between the said Parties to these Presents, That the said *B. K.* shall have liberty to dig Gravel in the Field commonly called the *Stowball-Field*, parcel of the Premises hereby demised or intended to be demised, at all times during the said Term, and liberty to fetch and carry away the same. And the said *B. K.* is to fill up the Pits again from time to time with good Earth or Soil, at his own Charge, and to pay or allow out of the Rent of the said Closes 4 *l.* 10 *s.* yearly for every acre that he shall so dig or cause to be dug for Gravel, and so proportionably for a greater or lesser quantity than an acre, until the same shall be filled up again.

And it is further agreed, That the said *M. L.* shall have ready and pay down 300 *l.* for and upon the account and behalf of the said *B. K.* at such time and place as the Court of *Chancery* shall appoint and direct; the said *B. K.* to pay such Sum of Money as shall be due and in arrear to the said *Roger Wood* and *Mary Wood*, or either of them, for Rent of the Premises above-mentioned, with other Lands demised by them by the Lease before-mentioned. And the said *B. K.* is to give the said *M. L.* such Security for the Repayment thereof and Interest, as both Parties shall agree upon, and think sufficient.
In witness, &c.

Four Persons treating with Queen Dowager and her Commissioners, to take a great quantity of Marshlands in Lincolnshire, article to have equal Benefit of the Lease and Premises; and within 60 days after the making of the Lease, to have the Lands equally divided betwixt them, and indemnify each other for their Neglects or Defaults.

Articles, &c. between Thomas Hatton of, &c. of the one part, Thomas Brereton of, &c. of the second part, John Burrough of, &c. of the third part, and Francis Lige of, &c. of the fourth part; as followeth.

WHereas Application hath been made to her Majesty Katherine Queen Dowager, and a Treaty entred into with her Majesty's Commissioners for a Lease of about 2500 Acres of Marsh or Fenny-lands in the County of *Lincoln*, to be granted to all the said Parties to these Presents for such Terms of years, and under such Rents and Covenants as can be obtained from her said Majesty of the same. Now these Presents witness, and it is covenanted, concluded, condescended, and fully agreed, by and between all the said Parties to these Presents, That the said Lease and Premises thereby demised, is and shall be for the equal Benefit of all the said Parties, their Executors, Administrators and Assigns: And that within 60 days after the said Lease shall be so obtained, the said Lands and Tenements hereby demised, or intended to be demised, shall be set out and divided into four equal Parts or Shares: And if such Parties cannot agree upon such Division amongst themselves, then each Party is to choose an indifferent Person for him; and the said four Persons so to be chosen, are to set out, and di-

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vide the same into four equal Parts and Shares. And the said Parties to these Presents are to cast Lots amongst themselves, and each Party is to hold and enjoy such Part or Share as shall be so allotted to him in Severalty, to the use of himself, his Executors, Administrators and Assigns, for and during such Term as shall be therein granted, without the Molestation or Interruption of the other of them.

Also it is further mutually covenanted and agreed, and the said Parties to these Presents, do for themselves, their Executors and Administrators, severally covenant and agree to and with each other, That each of them shall and will bear, pay and discharge one equal 4th part of the Fine to be paid to her Majesty upon the granting such Lease, and all such Charges and necessary Expences as shall be paid and expended for procuring of the same from and after the date of these Presents, for Fees or otherwise: And also one equal fourth part of the yearly Rent to be reserved to her Majesty upon such Lease.

Also it is mutually covenanted and agreed, That each of the said Parties shall and will from time to time at his own Costs and Charges, perform all the Covenants to be contained in the Lease, and pay and discharge all Taxes, Duties and Impositions, so far as relates to the 4th part of the Premises so by him enjoyed; so that the other Parties, nor any, nor either of them, shall be or may be in the least prejudiced or damnified thereby: And that if any, or either of the said Parties, or his or their Executors, Administrators or Assigns, shall receive any damage or prejudice by the default or neglect of any or either of the said Parties, contrary to the intent of these Presents; That then such person shall make Satisfaction to the person or persons injured, within one Month after demand. In witness, &c.

Assignments.

Assignments.

An Assignment of Messuages, Ground and Rents, with Recitals of two Wills, a Decree in Chancery, and Judgment of the House of Lords upon an Appeal Habend' to the Assignee, his Executors, Administrators and Assigns, to his and their own use, by virtue of the said Wills, Decree or Judgment in the House of Lords.

This Indenture made the, &c. between Jonas Clarke Citizen and Skinner of London, of the one part; and Thomas Moulton Citizen and Apothecary of London, of the other part.

WHereas *Thomas Fox* late of *Camberwell* in the County of *Surrey* Merchant, by his last Will and Testament in writing, bearing date the Twentieth day of *June* in the year of our Lord One thousand six hundred seventy two; amongst other things did give and bequeath unto *Ann Fox* his Wife, all the Rents and Profits of all those two Messuages or Tenements by him lately built, situate and being in *Waterlane* in *London*, the one of them being called or known by the name or sign of the *Ship-Tavern*, being then in the Tenure or Occupation of *Mary Moore*, Widow of *Joseph Moore* Vintner, or of her Assigns: And the other of them adjoining to the North-side of the said Messuage, in *Mrs. Moore's* Occupation, being in the Occupation of *Mrs. Hampson* the Widow of *Thomas Hampson*: And also the Benefit and Profit of all that Shop between the said Houses, then under: And also the Benefit and Profit of all that large Cel-

lar lying under the said Dwelling house of the said Widow *Hampson* : And also the Rents and Profits of all that piece or parcel of Ground formerly Leased out by him to *R. F.* for the yearly Rent of 10 *l.* which adjoined to, and did lie on the North-side of the said two Tenements, and upon which the said *R. F.* had lately erected certain Buildings : And also the Rents and Profits of all that parcel of Ground situate partly on the North-side of the *Custom-house*, and partly in *Beer-lane* in *London*, by him lately leased unto *R. B. Esq;* for the yearly Rent of 20 *l.* on which Ground the said *R. B.* had erected certain Buildings ; To have and to hold all the said Rents and Profits of all and singular the before-mentioned several Premises, unto his said Wife, for and during so much of his Term to come therein as his said Wife should live ; his said Wife paying out of the said Rents and Profits of the whole afore-mentioned Premises of *J. B.* of whom he held the same, his Heirs or Assigns, the Sum of 50 *l.* of lawful Money of *England* per *Annum* Quarterly, for the Ground Rent, reserved upon the Ground-Lease, whereby he held the Premises. And as touching the said two Messuages in *Water-lane*, with the Shop and Cellar there afore-mentioned ; and the Ground lett to *R. F.* at 10 *l.* per *Annum* ; and the Ground lett to *R. B.* at 20 *l.* per *Annum* : And all and every the Rents, Benefits and Profits of all and singular the same Premises, from and after the decease of his said Wife, he did give and bequeath the same unto and amongst his Daughter *Ann Clarke*, his Son *Stephen Fox*, and his Daughter *Mary Fox*, and to the Children of such of them the said *Ann*, *Stephen* and *Mary* as should be then deceased, equally among them to be divided, part and share thereof alike for and during all the then Residue and Remainder which should be to come of the Term of the Lease thereof to him granted : Saving always, and his will and meaning was, That his
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Grand-children by such of them the said *Ann*, *Stephen* and *Mary* respectively, as should be then deceased, should only have and share equally among them the part and share of their respective Parent, of and in the Premises, as the same Parent might or should have enjoyed if he or she so dying had survived. And all the rest and residue of his Goods, Chattels and other his Personal Estate whatsoever, not thereby before bequeathed, he did give and bequeath the same and every part thereof, unto his said loving Wife *Ann Fox*, to her own proper use and behoof; and of his said Will did make and appoint the said *Ann Fox* his full and sole Executrix, as in and by the said Will, relation being thereunto had, may amongst other things appear. And whereas the said *Ann Fox*, the Relict of the said *Thomas Fox*, did prove the said Will in common Form, and took upon her the burthen and execution thereof; and did afterwards make and publish her last Will and Testament in writing, and thereof made *John Allen* sole Executor, and amongst other things did thereby give several particular Legacies to the said *Jonas Clarke*, and *Ann* his Wife. And the rest and residue of all her Goods, Monies, Plate, Jewels, Household-stuff and Things, after her Debts and Funeral paid and satisfied, did give and bequeath unto her two Daughters, the said *Ann* the Wife of the said *Jonas Clarke*, and the said *Mary* the Wife of the said *John Allen*, equally to be divided between them, part and part alike, as in and by the last mentioned Will, relation being thereunto had, may more at large appear. And whereas the said *John Allen* did prove the said Will of the said *Ann Fox*, and take upon him the execution thereof: And whereas there have been and are several Suits depending in the High-Court of *Chancery* between the said *Jonas Clarke* and his Wife, and the said *John Allen* and his Wife, and others; wherein several Orders, Reports, Decrees,

and Proceedings have been had. And whereas in one or more of the said Suits a Petition of Appeal hath been exhibited to the Right Honourable the Lords Spiritual and Temporal in Parliament; wherein some Judgment or Order was given by their Lordships; as thereby and by the said several Orders, Reports, Pleadings and Proceedings in the said Suit, relation being thereunto had, may more at large appear. Now this Indenture witnesseth, That the said *Jonas Clarke* for the consideration of the Sum of 10 *l.* of lawful Money of *England* to him in hand paid by the said *Thomas Moulton*, the Receipt, &c. and for divers other good Causes and Considerations, him the said *Jonas Clarke* thereunto moving, Hath granted, bargained, sold, assigned, transferred and set over, and by these presents, &c. unto the said *Thomas Moulton*, his Executors, Administrators and Assigns; All and every the said Messuages, Lands, Tenements and Hereditaments; and the Rents, Issues and Profits thereof, and all and every the Estate and Estates, Term and Terms of years as are yet to come and unexpired, Reversion and Reversions, Right, Title and Interest in or to the same: And also all other Gifts, Legacies, Benefits and Advantages which the said *Jonas Clarke*, in Right of the said *Ann* his Wife, or in his own Right, by virtue of the said several Wills, or either of them, or by force or virtue of the said several Orders, Decrees or Proceedings had or made in the said Court of *Chancery*, or in the *House of Lords*, or in any other ways, may, might or ought to have, hold, enjoy, claim or demand; To have and to hold the Messuages, Lands, Tenements, Rents and Profits, and all and singular other the Premises herein before mentioned, or intended to be hereby granted, bargained, sold, assigned and set over, with their and every of their Rights, Members and Appurtenances, unto the said *Thomas Moulton*, his Executors, Administrators and Assigns, to his and their own use, In witness, &c.

An Assignment from two Joint-Purchasers to the third.

This Indenture, &c. between A. B. C. D. and E. F. of the one part; and G. H. of the other part.

WHereas the said G. H. C. D. E. F. stand now seised jointly, to them and their Heirs, to the use of them and their Heirs, by Conveyance from W. D. of B. Yeoman, made as well by Indenture bearing date, &c. last past before the date of these Presents, as by Fine in due form of Law thereupon levied of and in all that Capital House, Messuage, &c. and also of and in all and singular Barns, Stables, Dove-houses, Orchards, Gardens, Backsides and Appurtenances whatsoever to the said Capital Messuage belonging, or in any wise appertaining or accepted, reputed or taken to be as part, parcel, or member thereof, or therewithal then, or at any time theretofore used, occupied or enjoyed; and also of and in all those Freehold Messuages, &c. and also of and in all and singular Messuages, Lands, Tenements and Hereditaments whatsoever in B. aforesaid, or in any other Town, Parish or Fields there near adjoining, which the said W. D. by any manner of Conveyance or Assurance, by, from or under the said N. N. and of any person or persons claiming by, from or under the said N. N. and of and in the Reversion and Reversions, Remainder and Remainders, of all and singular the said Premises, and of every parcel thereof, in as large and ample manner and form, as the said W. D. then had, or of right ought to have, and enjoy the same: And also of and in all and singular Deeds, Charters, Terrats, Evidences, Copies of Court-Rolls, Fines, Transcripts of Fines, Recoveries and Exemplifications of Fines and Recoveries, Escripts, Conveyances and Muniments whatsoever,

soever, only touching and concerning the said Premises, or any part thereof, which then were in the possession, custody and keeping of the said *W. D.* or of any other person or persons, to his use, or by his delivery, or which he might have or come to or by without Suit in Law, as by the said Indenture and Fine appeareth; and by the Surrender and Recovery of the Copyhold Premises in the Court of the Manor of *B.* for the said Copyholds also appeareth; which Conveyances and Assurances were made unto the said *G. H. C. D.* and *E. F.* in trust at the request, and by the appointment of the said *A. B.* and for such aforesaid use, made by the said *A. B.* to the said *W. D.* Now this Indenture witnesseth, That the said *C. D.* and *E. F.* at the request of the said *A. B.* and by his appointment, and for and in consideration of a Sum of lawful Money of *England*, to the said *A. B.* in hand, paid by the said *G. H.* have remised, released, and for ever quit claimed, bargained and sold, And by these Presents, do for them and their Heirs, clearly and absolutely remise, release, and for ever quit claim, bargain, and sell unto the said *G. H.* and his Heirs, all the Estate, Right, Title and Interest, Claim and Demand whatsoever of them the said *C. D. E. F.* and of every of them, of, in, and to the said Capital Messuage or Tenement, with the Appurtenances; and of and in all, and singular other the Premises before-mentioned, both Freehold and Copyhold; and of, in, and to the aforesaid Deeds, Charters, Writings and Evidences; To have and to hold all and singular the same Premises, and their Estate, Right, Title and Interest therein to him the said *G. H.* his Heirs and Assigns, for ever to the use of him, his Heirs and Assigns, for ever freed and discharged of all manner of Trusts and Confidences whatsoever. And whereas also the said *G. H. C. D.* and *E. F.* stand jointly seised to them and to their Heirs, to the use of them and
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their Heirs, by Conveyance made unto them by Indenture bearing date, &c. of and in all those four pieces or parcels of Lands and Meadow in, &c. called or known by the name of the G. and of and in all, &c. with all Ways, Passages, Appurtenances and Commodities whatsoever thereto belonging. And also of and in all Deeds, Charters, Evidences and Writings touching and concerning the said last mentioned Premisses, which then were in the possession and custody of the said W. D. or of any other person or persons to his use, or by his delivery, which Conveyance was also made unto them by the appointment of the said A. B. and for the Consideration before-mentioned, paid to the said W. D. by the said A. B. Now this Indenture witnesseth further, That the said C. D. and E. F. at the like request of the said A. B. and in consideration of the aforesaid Sum of Money by the said G. H. in hand paid unto the said A. B. Have remised, released, and quit claimed, bargained, and sold: And by these Presents do for them and their Heirs, remise, release, and for ever quit claim, bargain and sell unto the said G. H. and his Heirs, all the Estate, Right, Title, Interest, Claim and Demand whatsoever, of them the said C. D. and E. F. of, in and to the said four pieces or parcels of Land and Meadow, and other the last mentioned Premisses, with the Appurtenances; and of, in, and to the last mentioned Deeds, Writings and Evidences; To hold to the said G. H. and his Heirs and Assigns for ever free, and discharged also from any manner of Trust or Confidence whatsoever, upon Condition of Redemption mentioned and expressed in the last mentioned Indenture made by the said W. D. to the said G. H. C. D. and E. F. And whereas also the said C. D. by Indenture bearing date aforesaid, for the Consideration therein expressed, at the request also and motion of the said A. B. did grant, assign, and set over unto the said G. H. C. D. and E. F.

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their Executors, Administrators and Assigns, all that Croft of Land, with the Appurtenances, &c. and all his Estate, Right, Title, Interest, Term of years and Demand then to come and unexpired, of, in, and to the same, and every part and parcel thereof, and the Reversion and Reversions of the same Premises, and every part thereof, and all Rents reserved upon any Lease, Demise or Grant made by the said *W. D.* of the said Premises, or any part thereof, together with one Indenture of Lease of the said Premises made by *P. P.* unto the said *W. D.* and all other Indentures of any other, Under Leases or Grants of the Premises; as in and by the said Assignment more at large appeareth, by reason whereof the said Term of years before-mentioned, of and in the last-mentioned Premises, and of the original Lease and Deed of Assignment, are contained. Now this Indenture further witnesseth, That the said *C. D.* and *E. F.* at the request also of the said *A. B.* and by his Nomination and Appointment, in consideration of the aforesaid Sums of Money by the said *P. P.* in hand paid to the said *A. B.* have remised, released, quit claimed and assigned, And by these Presents do remise, release, and for ever quit claim and assign to *P. P.* all the Estate, Right, Title, Interest, Claim and Demand whatsoever, of them the said *C. D.* and *E. F.* of, in, and to the said Croft, and other the last-mentioned Premises, with the Appurtenances; and of, in, and to the said original Deed of Lease, and Deed of Assignment; To hold to the use of him the said *P. P.* his Executors and Assigns likewise freed and discharged of any manner of Trust and Confidence whatsoever: And the said *C. D.* doth for him, his Heirs, Executors and Administrators, Covenant, That the said *P. P.* his Heirs and Assigns, shall and may from time to time, and at all times hereafter, have, hold and quietly enjoy all and every the said Premises, to them the said *P. P. C. D.* and *E. F.* conveyed jointly as aforesaid, of Estate of Inheritance,

ritance, without the Lett, Disturbance, Impediment, Incumbrance or Eviction of him the said C. D. his Heirs, Executors or Administrators respectively, and without the lawful Lett, Disturbance, Impediment, Incumbrance, or Eviction of any other person or persons lawfully claiming, or which shall lawfully claim any Estate, Right, Title or Interest, by, from or under him or them, or any of them: And that the said P. P. his Executors, Administrators and Assigns, shall and may quietly hold, possess and enjoy the said other Premisses, conveyed unto them the said P. P. C. D. and E. R. jointly for Term of years, without the Lett, Disturbance, Impediment, Incumbrance or Ejection of him the said C. D. his Executors and Administrators respectively; and without the lawful Lett, Disturbance, Impediment, Incumbrance or Ejection of any other person or persons lawfully claiming, or which shall claim any Estate, Right, Title or Interest, by, from, under him, them or any of them. The like Covenant for Q. F. In witness, &c.

Assignment of Bonds, with special Covenants.

*To all Christian People to whom these Presents shall come,
I Frances Veysey of, &c. Relict and Executrix of
the last Will and Testament late of, &c. Esq; send
Greeting.*

WHereas Sir George Wyneve of, &c. by one Bond of Obligation, bearing date, &c. did become bound unto the said Charles Veysey in the Penal Sum of 600 l. of lawful Money of England, conditioned, That the Heirs, Executors and Administrators of the said Sir George Wyneve, should within 3 Months after his death pay or cause to be paid unto the said Charles Veysey, his Executors, Administrators and Assigns

Assigns 300 l. of like lawful Money : And whereas George *VVynneve* of the *Middle-Temple, London*, Esq; Son and Heir apparent of the said Sir George *VVynneve*, did become bound unto the said Charles *Veysey* in one other Bond, bearing date, &c. conditioned, That the Heirs, Executors and Administrators of the said Sir George *VVynneve* should pay the said 300 l. to the said Charles *Veysey*, his Executors, Administrators and Assigns, at the time aforesaid, as by the said Bonds, relation being thereunto had, may and doth more at large appear. Now know ye that the said *Frances Veysey*, for and in consideration of the Sum of 160 l. of lawful Money of *England* to her in hand paid by Robert *Snelling* of, &c. the Receipt whereof she doth hereby acknowledge, and thereof, &c. and for divers other good Causes and Considerations her hereunto especially moving, she the said *Frances Veysey* hath assigned and set over, and by these Presents doth assign and set over unto the said Robert *Snelling*, his Executors, Administrators and Assigns, the said recited Bonds or Obligations ; and the said Sum of 300 l. therein mentioned. And the said *Frances Veysey* doth by these Presents make, ordain, constitute and appoint the said Robert *Snelling*, her true and lawful Attorney, for her and in her name, but to his own proper use and behoof, to ask, demand, sue for, recover and receive of the Heirs, Executors or Administrators of the said Sir George *VVynneve*, all such Sum and Sums of Money as are or shall be due to her by virtue of the said recited Bonds or Obligations ; and to have, use, and take all lawful Ways and Means in her own name or otherwise, for recovery thereof, by Attachment, Arrest, Distress or otherwise, and to compound and agree for the same, and Acquittances, or other sufficient Discharges, for her and in her name to make, seal and deliver, and do all other Acts and Acts, thing and things whatsoever concerning the Premises, as fully in every respect

respect as she could do if she were personally present: And Attornies, one or more under him for the purpose aforesaid, to make, and again at his pleasure to revoke. And the said *Frances Veysey* doth covenant for herself, her Executors and Administrators, to and with the said *Robert Snelling*, his Executors, Administrators and Assigns, by these Presents, That she the said *Frances Veysey*, or the said *Charles Veysey* deceased, have not received, released or discharged the said Bonds, or either of them, or any of the Money therein; neither will the said *Frances Veysey*, her Executors or Administrators acquit, discharge or receive the same or any part thereof; but shall and will justify all such lawful Actions and Proceedings in Law and Equity, as shall be brought, presented or defended concerning the same, or by reason thereof; and will not non-suit, disavow or discontinue any such Action, Suit or Plaint: And that it shall and may be lawful to and for the said *Robert Snelling*, his Executors, Administrators and Assigns, to receive and enjoy to his own use all such Sum and Sums of Money as shall be duly recovered by virtue of the said Obligations, or either of them, or the Conditions thereof, without any account to be given concerning the same: And that neither the said *Frances Veysey*, her Executors, Administrators or Assigns, shall or will revoke this Letter of Attorney, or Writing of Assignment; but that the said *Frances Veysey*, her Executors and Administrators, shall and will upon every reasonable Request, do, acknowledge and execute all and every such further Act and Acts, Thing and Things whatsoever, be it by making a new Letter of Attorney or Assignment or otherwise howsoever, for the better enabling and authorizing him the said *R. S.* his Executors, Administrators and Assigns, to recover and receive to his own proper use all such Sum and Sums of Money as shall be due by virtue of the said Obligations, as by
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the said *Robert Snelling*, his Executors, Administrators or Assigns, shall be reasonably devised or advised, and required, so as for the doing thereof they be not compelled to travel further than the Cities of *London* and *Westminster*. And the said *Frances Veysey*, for the Considerations aforesaid, doth for himself, &c. Covenant, promise and agree to and with the said *R.S. &c.* That she the said *Frances Veysey* shall and will pay or cause to be paid unto the said *R.S. his, &c.* on or before, &c. the Sum of 40 *l.* of lawful Money of *England*, by and out of certain Timber Trees intended to be felled from off a certain Farm in, &c. now in the Occupation of *John Veysey*, and settled on the said *Frances Veysey* by the said *Charles Veysey* for part of her Jointure: And that in case the said Timber cannot or shall not be felled, whereby the said 40 *l.* cannot be raised, or shall not be paid thereout to the said *R. S.* then the said *Frances Veysey* doth hereby assign and set over unto the said *Robert Snelling*, his Executors and Administrators; and doth by these Presents authorize and impower him to receive of the said *John Veysey* the Sum of 30 *l.* in part of the said Sum of 40 *l.* out of the Rent which shall become due and payable to the said *Frances Veysey* from the said *John Veysey*, for the said Farm and Lands, at *Lady-day* next ensuing, or within Three months after. And also that she the said *Frances Veysey* shall and will pay or cause to be paid, unto the said *Robert Snelling*, his Executors, &c. the Sum of 10 *l.* (Residue and in full of the said 40 *l.*) out of the next Timber which shall be felled by her from off the said Premises after the said 24th of *June* next. And to the true Performance of all and singular the Covenants herein contained, the said *Frances Veysey* doth bind herself, her Heirs, Executors and Administrators, unto the said *Robert Snelling*, his Executors, Administrators and Assigns, in the Penalty of 300 *l.* of lawful Money of *England*, by these Presents. In witness whereof the said

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Frances Veysey hath hereunto set her Hand and Seal this, &c.

A Manor and Lands being Mortgaged for the Term of 500 Years, and by Assignment endorsed, transferred unto Trustees in Trust for the Mortgagee: And the Mortgagee having borrowed several other Sums of Money, for which he entred into a Recognizance and two several Bonds; the Mortgagee and his Trustees assign over the Indenture of Mortgage, together with the Recognizance and Bonds.

This Indenture quadripartite made the 24th day of July in the 34th Year of the Reign of our Sovereign Lord Charles the Second, by the Grace of God of England, Scotland, France and Ireland, &c. Between the Right Honourable Sir Francis North Kt. Lord Chief Justice of his Majesty's Court of Common-Pleas, of the first part; the Honourable Roger North of the Middle-Temple, London, Esq; of the second part; Dame Frances Glemham of Pistree-Hall in the Parish of Little Glemham, in the County of Suffolk Widow, of the third part; and Matthew Johnson Esq; and Robert North Gent. of the fourth part.

WHereas *Charles Stutevill* of *Dalham* in the County of *Suffolk* Esq; by Indenture of Lease under his Hand and Seal, bearing date the 26th day of *February*, which was in the year of our Lord 1674. made or mentioned to be made between the said *Charles Stutevill* of the one part; and the said *Sir Francis North* of the other part, in consideration of the Sum of 1000 *£.* of lawful Money of *England*, therein mentioned to be paid to the said *Charles Stutevill* by the said *Sir Francis North*, did grant, bargain, and sell unto the said *Sir Francis North*, All those the Manors of *Dalham* and *Abbots*, alias *Denham Abbatis*,

Abbatis, alias *Denham Abbots*, alias *Abbots in Denham*, with their and every of their Rights, Members and Appurtenances in the said County of *Suffolk*: And all that Capital Messuage and chief Mansion-house, commonly called *Dalham-Hall*: And all and every the Houses, Edifices, Buildings, Barns, Stables, Dove-houses, Yards, Orchards, Gardens, Ealements and Appurtenances whatsoever, to the said Capital and chief Mansion-house or Manor-place, belonging, used or appertaining, situate and being in *Dalham* aforesaid: And all that Ground called or known by the name of the *Hop-Ground*, containing by Estimation three Acres, lying in *Dalham* aforesaid: And all these Pasture-Grounds, lying next the new Orchard, called *My Ladies-Pasture*, containing by Estimation six Acres, lying in *Dalham* aforesaid: And all that Piece of Meadow called *Coyes-Meadow*, containing 16 Acres and an half, lying in *Dalham* aforesaid: And all those Meadows, called or known by the name of the *Common-Meadows*, lying in *Dalham* aforesaid, containing 14 Acres: And all those Arable Lands, Lands and Grounds lying dispersed in the Common Fields of *Dalham* aforesaid, and *Denham* in the said County of *Suffolk*, or in either of them, or in any other Town thereto near adjoining, containing in all One hundred fourscore and ten Acres: And all those two Sheep-Courses or Liberty of Fold, and Fold-Courses, and Sheep-walks, with all and every the Heath-grounds, Sheep-spinds and Sheeps-Pastures to the said Sheep-Courses, and to either of them belonging, or in any wise appertaining, late parcel or reputed to be parcel of the said Manor of *Dalham*, with the Appurtenances, lying, being, and extending in the Town-Fields and Parish of *Dalham* aforesaid; and the Hamlet of *Dalham* aforesaid, called *Dunstall* and *Lidgale*, *Owsden*, *Moulton Gazely* and *Denham*, or in any of them, or in any other Town or Towns near to them, or any of them, adjoining
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in the said County of *Suffolk*; To hold the same unto the said Sir *Francis North*, his Executors, Administrators and Assigns, from the date of the said Indenture, for and during, and unto the full End and Term of 500 years, paying yearly one Pepper-corn if demanded, with and under a *Proviso* of being void upon the said *Charles Stutevill's* payment of 1045 *l.* upon the days and at the place in the said Indenture mentioned; as by the same Indenture more at large may appear: Which said Term of years was by Assignment, bearing date on or about the 21st day of *May* 1678. transferred unto *Robert North*, *Francis White* and *William Jones*, their Executors, Administrators and Assigns, in trust for the said Sir *Francis North*: And was afterwards by Indenture *quadripartite*, bearing date on or about the 13th day of *July* instant, made or mentioned to be made between the said *Robert North*, *William White* and *Francis Jones*, of the first part; the said Sir *Francis North*, of the second; Sir *Will. Rawsterne* Kt. and *Thomas Ownby*, of the third part; and the said Dame *Frances Glemham*, of the fourth part; transferred and assigned by the said *Robert North*, *Francis White* and *William Jones*, by the consent and direction of the said Sir *Francis North*, unto the said Sir *William Rawsterne* and *Thomas Ownby*, in trust for the said Dame *Frances Glemham*, and to prevent the drowing of the said Term; and to the intent that the same may be kept on foot for the benefit of the said Dame *Frances Glemham*, as by the said Assignments may appear: And whereas by Indenture *tripartite*, bearing date the 20th day of *December*, in the 27th year of his now Majesty's Reign, made or mentioned to be made between the said *Charles Stutevill*, of the first part, the said *Robert North*, of the second part, and the said Sir *Francis North*, of the third part: The said *Charles Stutevill* in consideration of the Sum of 400 *l.* to him paid by the said *Roger North*, did promise and

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agrees,

agree, That the Sum of 424 *l.* mentioned in the Condition of a certain Obligation, bearing even date with the last recited Indenture; wherein the said *Charles Stutevill* is bound to the said *Roger North*, and all Interest for the same that should at any time or times then after be lawfully due, should stand secured unto the said *Robert North*, his Executors, Administrators and Assigns, by the equity of Redemption of the said recited Mortgage, as by the said Indenture appeareth; which said Indenture and Bond, and the 400 *l.* and Interest thereby secured, is since assigned to the said *Sir Francis North*, as by the said Assignment appeareth. And whereas the said *Charles Stutevill* did afterwards borrow and receive of the said *Sir Francis North*, the further Sum of 100 *l.* for which he became bound unto the said *Sir Francis North* by his Obligation of 200 *l.* bearing date the 10th day of *July* in the year 1679. conditioned for the payment of the said 100 *l.* and Interest, unto the said *Sir Francis North*, his Executors, Administrators or Assigns, upon the 27th day of *November* then next following, and by his Writing under his Hand and Seal, bearing even date with the said Obligation, did agree, That the said Sum of 100 *l.* and Interest, should stand secured by the said Mortgage: And whereas the said *Charles Stutevill* did afterwards borrow and receive of the said *Sir Francis North*, the further Sum of 500 *l.* for which he became bound unto the said *Sir Francis North*, by his Obligation of 1600 *l.* bearing date the 22d day of *May* 1678. conditioned for the payment of 800 *l.* and Interest, unto the said *Sir Francis North*, his Executors, Administrators or Assigns, upon the 27th day of *November* then next ensuing, as by the said Obligation appears: And whereas by Indenture tripartite, bearing date on or about the said 22d day of *May* 1678. made or mentioned to be made between the said *Charles Stutevill*, of the first part; the said *Sir Francis North*, of the second

cond part; and the said *Robert North* and *Robert Foley*, of the third part; it was agreed, That as well the said several Sums of 1000 *l.* 100 and 800 *l.* owing to the said *Sir Francis North* as aforesaid, in the whole amounting to 1900 *l.* and all Interest for the same: As also the said Sum of 400 *l.* to the said *Roger North*, and all Interest, for the same should be further secured by a Fine, to be levied by the said *Charles Stutevill* of the Premises, and of a certain Park called *Southwood-Park*, and of all other the Lands, Tenements and Hereditaments, of the said *Charles Stutevill* in the said County of *Suffolk*; It was by the said Indenture covenanted, That the said *Charles Stutevill* should, before the end of *Trinity-Term* then next ensuing, levy one Fine *sur Conu- zance de droit come ceo, &c.* with Proclamations, according to the Statute in that behalf provided, unto the said *Roger North* and *Robert Foley*, and the Heirs of the said *Roger North*, of the said Manors, Lands and Premises; and also of the said Park called *Southwood-Park*, and of all other the Lands, Tenements and Hereditaments of the said *Charles Stutevill* in the said County of *Suffolk*; which Fine so to be levied should be, and inure, and should be construed, demeed and taken to be and inure: And the said *Roger North* and *Robert Foley*, and the Survivor of them and his Heirs, should from henceforth stand and be seised of the said Manor and Premises, and of the said Park, and of all other the Lands, Tenements and Hereditaments of the said *Charles Stutevill* in the said County of *Suffolk*; To the use and behoof of the said *Sir Francis North*, his Executors, Administrators and Assigns, for the Term of a thousand years, without Impeachment of Waste, to commence from the date of the first recited Indenture, the Remainder to the said *Charles Stutevill*, his Heirs and Assigns for ever: Provided nevertheless, and the said *Sir Francis North* did thereby covenant,

That if the said *Charles Stutevill*, his Heirs or Assigns, should pay or cause to be paid unto the said Sir *Francis North*, the said Sum of 1957 *l.* and also the Sum of 412 *l.* unto the said *Roger North*, at the time and place in the said Indenture mentioned, that the said Sir *Francis North*, *Roger North* and *Robert Foley*, should reconvey the said Manors and Premisses, and the said Park, unto the said *Charles Stutevill*, and his Heirs; as by the said Indenture amongst other Covenants therein contained, more at large appeareth. And whereas the said *Charles Stutevill* levied a Fine accordingly, but did not pay the said 1900 *l.* and 400 *l.* principal Money, or any part thereof, according to the said *Proviso* in the said last recited Indenture, whereby the Estate of the said Sir *Francis North* in the said Premisses, became absolute: And whereas the said *Charles Stutevill*, together with Sir *Mo. Bramstone* Kt. entred into and acknowledged a Recognizance, bearing date on or about the Third day of *March* in the 23d year of his now Majesty's Reign, unto *John Calvert* Gent. of the Penalty of 400 *l.* conditioned for the payment of 206 *l.* which was since assigned unto *Matthew Johnson* Esq; and *Robert North*, in trust for the said Sir *Francis North*: And whereas there is now justly due to the said Sir *Francis North* from the said *Charles Stutevill*, the Sum of 2300 *l.* principal Money, and 86 *l.* 5 *s.* for Interest of the same, which amounts in the whole to the Sum of 2386 *l.* 5 *s.* Now this Indenture witnesseth, That for and in consideration of the said Sum of 2386 *l.* 5 *s.* of lawful Money of *England*, to the said Sir *Francis North* in hand paid, and of 5 *s.* of like lawful Money to the said *Roger North*, by the said *Frances Glemham* in hand paid at and before the enfealing and delivery of these presents, the Receipt of which said several Sums, they the said Sir *Francis North* and *Roger North*, do hereby respectively acknowledge, and thereof and of every part thereof, do clearly and absolutely

solutely acquit, exonerate, and discharge the said Dame *Frances Glemham*, her Heirs, Executors and Administrators, for ever by these Presents; They the said Sir *Francis North* and *Roger North*, have, and each of them hath bargained, sold, assigned and set over, and by these presents do bargain, sell, assign and set over unto the said *Frances Glemham*, her Executors, Administrators and Assigns, All those the said Manors of *Dalham* and *Abbots*, alias *Denham Abbatis*, alias *Denham Abbots* in *Denham*, with their and every of their Rights, Members and Appurtenances in the said County of *Suffolk*: And all that Capital Messuage and chief Mansion-house, commonly called *Dalham-Hall*: All and singular the Lands and Premisses in the said first recited Indenture of Mortgage, mentioned: And also the said Park called *Southwood-Park*, and all other the Lands, Tenements and Hereditaments of the said *Charles Stutevill* in the said County of *Suffolk*, and the Reversion and Reversions, Remainder and Remainders, and all other their Right, Title, Interest, Claim and Demand whatsoever, of, in, and to all and singular the said Premisses, and every part thereof; To hold the same unto the said Dame *Frances Glemham*, her Executors, Administrators and Assigns, from the date of these presents, for and during all the rest, residue and remainder of the said Term of 1000 years, granted by the said recited Indenture of the 22d of *May* 1675. which are yet to come and unexpired, without Impeachment of Waste. And the said Sir *Francis North* and *Roger North*, *Matthew Johnson* and *Robert North*, do hereby assign over unto the said *Frances Glemham* the said recited Recognizance and Bonds or Obligations, and all and every the Covenants contained in the aforesaid Indentures of Lease or Mortgages, and all the benefit of the same, with full liberty to put the same in Suit in their names, as they shall be advised, for the more speedy and better recovery of the said Monies. And the said Sir *Francis*

North for himself, his Executors and Administrators, doth Covenant, promise and grant to and with the said Dame *Frances Glemham*, her Executors and Administrators, by these presents; That the said Sum of 2386 l. 5 s. is justly due and owing unto him by the said *Charles Stutevill*: And that he the said Sir *Francis North* hath not made any former or other Grant, Bargain, Sale or Assignment of the said Manors and Premises, or any part thereof; nor done, or willingly or wittingly suffered any Act or Thing whatsoever; whereby the same Premises, or any part or parcel thereof, are or may be any way impeached, charged or incumbered in Title, Charge, Estate or otherwise; except the aforesaid Assignment made to the said *Robert North*, *Francis White* and *William Jones*, of the said Manors of *Dalham* and *Abbots* before-mentioned, and their and his Assignment thereof to the said Sir *William Rawsterne* and *Thomas Ownby*, in trust for the said Dame *Frances Glemham*, as herein before set forth: And the said *Roger North*, for himself, his Heirs, Executors and Administrators, doth Covenant, promise and grant to and with the said Dame *Frances Glemham*, her Executors and Administrators, by these presents; That he the said *Roger North* hath not made any former or other Grant, Bargain, Sale or Assignment of the said Manors any Premises, or any part thereof, nor done, nor wittingly or willingly suffered any act or thing whatsoever, whereby the same Premises, or any part or parcel thereof, are or may be any ways impeached, charged or incumbered in Title, Estate or otherwise; except the before recited Assignment of the said Debt of 400 l. and Interest; and the said recited Bond and Indenture, whereby the same is secured, made to the said Sir *Francis North*, as herein before is set forth. In witness, &c.

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Baron and Feme make a Bargain and Sale of several Tofts, Site of Ground, Soil and Circuit of Land in London, whereon several Messuages stood that were consumed by Fire, for 99 years; the Grantee by Indenture and Redemise, dated the day after the date of the Bargain and Sale, demises and grants the same to the Husband for 98 Years, 11 Months, and 3 Weeks; with a Promise, that upon the Husband's Non-payment of Principal and Interest, the Grantee might enter on the Premises: Husband dies, and the 600 l. was not paid according to the Condition of the Indenture of Redemise: And a Bill being exhibited in Chancery by the Wife for the Equity of Redemption, and a Decree being made for the Wife alone, or her Husband's Executor, to redeem, the Executor and Grantor's Wife, make an Assignment of the Term of years unexpired in the Indenture of Redemise, according to that Decree.

This Indenture tripartite, made the Six and twentieth day of May in the Second year of the Reign of our Sovereign Lord James the Second, &c. Between Francis Brend of West Moulsey in the County of Surrey Esq; of the first part; Judith Brend Widow, and Relict of Thomas Brend of West Moulsey in the said County Esq; of the second part; and Katharine Gunman Widow, Relict and Executrix of the last Will and Testament of Christopher Gunman late of Deptford in the County of Kent Esq; deceased, of the third part.

WHEREAS by Indenture, bearing date the Twenty eighth day of October, in the Twentieth year of the Reign of our late Sovereign Lord King Charles the Second, made or mentioned to be made between the said Thomas Brend and Judith his Wife, of the one part; and John Jefferies of London Esq; of the other part: They the said Thomas Brend and Judith his

Wife, for the Consideration of 600 l. of lawful English Money paid to the said *Thomas Brend*, did grant, bargain and sell unto the said *John Jefferies*, his Executors, Administrators and Assigns; All those Tofts, and all that Site, Ground, Soil and Circuit of Land, lying and being in *Breadstreet* in the Parish of *All-ballows* in *Breadstreet*, *London*; wherein three several Messuages or Tenements, together with several Ware-houses, Stables and other Buildings stood before the great Fire, which hapned in the Month of *September* in the year of our Lord 1666. whereby the same were burnt down and consumed; one of which Messuages was then a common Inn, called or known by the name or sign of the *Star*, and then in the Possession or Occupation of one *William Roberts*, his Assignee or Assigns; one other of which Messuages was then, or some time before, in the Possession or Occupation of one *John Langston*, his Assignee or Assigns, called or known by the name or sign of the *Plough*: And one other of the said Messuages or Tenements was then, or late in the Possession or Occupation of one *George Curwen*, his Assignee or Assigns, and called or known by the name or sign of the *Black-Swan*: which said two last mentioned Messuages or Tenements were situate and being together on the Southside of the Gate-room or Way there leading out of *Breadstreet* aforesaid, into the said Messuage or Tenement called the *Star*: And all Ways, Easements, Water-courses, Profits, Advantages and Commodities whatsoever, to the Premises herein before-mentioned, to be bargained and sold, belonging or in any wise appertaining, with the Reversion and Reversions, Remainder and Remainders thereof, and of every part thereof; To have and to hold the Premises therein mentioned, to be bargained and sold unto the said *John Jefferies*, his Executors, Administrators and Assigns, from the Feast of *St. Michael* the Archangel then last past, for and during

ring and unto the full end and term of 99 years, thence next ensuing, at the yearly Rent of a Pepper Corn; as in and by the said recited Indenture, relation being thereunto had, more fully and at large it doth and may appear. And whereas by Indenture bearing date the Twenty ninth day of *October* in the said 20th year of the Reign of our said Sovereign Lord King *Charles* the Second, being the next day after the date of the said recited Indenture of Bargain and Sale, and made between him the said *John Jefferies* of the one part, and the said *Thomas Brend* of the other part, reciting the above-mentioned Indenture, and declaring that the said Sum of 600*l.* being the Consideration-Money therein mentioned, did demise and grant to the said *Thomas Brend*, his Executors and Assigns, All and singular the said Tofts, Ground, Soil and Circuit of Land and Premisses before herein-mentioned, to be granted, bargained and sold unto him the said *John Jefferies*, and the Reversion and Reversions, Remainder and Remainders thereof; To have and to hold all and singular the said Premisses, with their and every of their Appurtenances, unto the said *Thomas Brend*, his Executors, Administrators and Assigns, from the said Feast of *St. Michael*, for and during, and unto the full end and term of Ninety eight Years, eleven Months, and three Weeks, fully to be compleat and ended at the yearly Rent of a Pepper-Corn, subject nevertheless to a certain *Proviso* or Condition therein contained: That if the said *Thomas Brend*, his Executors, Administrators or Assigns, or any of them, should not well and truly pay or cause to be paid unto the said *John Jefferies*, his Executors, Administrators or Assigns, at the then and now Dwelling-house of the said *John Jefferies*, situate in *St. Mary Axe, London*, the full Sum of Six hundred thirty six pounds of good and lawful Money of *England*, at the time and place, and in manner and form,

form, as is therein specified and declared, (*viz.*) the Sum of Eighteen pounds part thereof, upon the 29th day of *April* next ensuing the date of the said Indenture, and now past and expired; and the full Sum of Six hundred and eighteen pounds residue thereof, upon the 29th day of *October* then next following, and now past and expired: And that without any Abatement or Defalcation whatsoever: That then from and after any default made of the payment of either of the said Sums of Money, it should and might be lawful to and for the said *John Jefferies*, his Executors, Administrators and Assigns, to enter into all and singular the before-mentioned to be demised Premises, with their and every of their Appurtenances; and the same to have again and repossess, as in his or their former Estate, any thing therein contained to the contrary thereof, in any wise notwithstanding, as in and by the said last recited Indenture, relation being thereunto had, more fully and at large it doth and may appear. And whereas several Houses, Messuages or Tenements, have been rebuilt by the said *Thomas Brend*, or such as claim by, from, or under him, in and upon the said Tofts, Ground, Soil, and other the Premises, which are in the Possession or Occupation of *William Pinder*, *Robert Aldersey*, *Sarah Morgan* Widow, *Thomas Dolley* and *Richard Hatton*, their or some of their under Tenants or Assigns. And whereas the said Sum of 600 *l.* was not paid at the day limited and appointed in the Condition of the said last recited Indenture of re-demise: And whereas the said *Thomas Brend* made and published his last Will and Testament in writing, and appointed the said *Francis Brend* his sole Executor, and died in the Month of *September* in the year of our Lord 1674. the said Sum of 600 *l.* being unpaid: And whereas the said *Francis Brend* proved the said Will, and took upon him the Execution thereof, and became thereby intituled

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to the Estate in Law of the Premisses, under the said last recited Indenture of re demise. And whereas by Indenture *tripartite*, bearing date the Nineteenth day of *March* in the 35th year of the Reign of our said late Sovereign Lord King *Charles* the Second, made or mentioned to be made between the said *John Jefferies* of the first part, and the said *Judith Brend* of the second part, and the said *Christopher Gunman* of the third part; in obedience to and in performance of a Decree made in the High Court of *Chancery*, the Nineteenth day of *May*, *Anno Dom.* 1682. in a Cause wherein the said *Judith Brend* was Plaintiff, And the said *John Jefferies*, and the said *Francis Brend*, were Defendants: And in Consideration of the Sum of 649 *l.* of lawful English Money, paid to the said *John Jefferies* by the said *Christopher Gunman*, in full satisfaction of the said principal Sum of 600 *l.* and the Interest due for the same; He the said *John Jefferies*, by the Direction and Appointment of the said *Judith Brend*, testified by her, being made a Party thereunto, and signing and sealing thereof, did grant, bargain, sell, assign and set over unto the said *Christopher Gunman*, All and singular the Premisses, and all the Estate, Right, Title, Interest, Term of years yet to come and unexpired, Property, Claim and Demand whatsoever, which of Right belonged to the said *John Jefferies*, by virtue of the said first recited Indenture of Lease, or otherwise whatsoever; To have and to hold all and singular the Premisses unto the said *Christopher Gunman*, his Executors, Administrators and Assigns, for and during all the residue of the said Term of 99 years then to come and unexpired; as in and by the said Indenture *tripartite*, relation being thereunto had, more fully and at large it doth and may appear. And whereas by the said Decree the said *Judith Brend* was to redeem
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the Mortgaged Premisses, and to bear a third part, and that for what she should pay for the other two parts, she, her Executors and Assigns, should hold over till she or they should be reimbursed the same with Interest. And if the said *Judith Brend* alone, or the said *Francis Brend* together, should pay the whole, then it was decreed, That the then Defendants should deliver Possession to the then Complainant, and should reconvey the Mortgaged Premisses to her, or such as she should appoint, in trust, That the Complainant should hold the Premisses during her Life by way of Jointure; and after her death, that her Executors, Administrators or Assigns, should hold over the same till he or they should be satisfied what the Complainant should pay by virtue of that Decree, for the Redemption, over and above her own Third, with Interest for the same from the time, the Complainant should pay the same; as in and by the said recited Decree, inrolled in the said Court of *Chancery*, relation thereunto being also had, it may more fully appear. Now this Indenture witnesseth, That in obedience to the said Decree, and in further performance thereof, so far as the same concerneth the said *Francis Brend*; He the said *Francis Brend* by the Direction and Appointment of the said *Judith Brend*, testified by her being made a Party hereunto, and signing and sealing hereof, doth bargain, assign and set over unto the said *Katherine Gunman*, her Executors and Assigns; All and singular the Premisses, and all the Estate, Right, Title, Interest, Term of years yet to come and unexpired; Property, Claim and Demand whatsoever, which of Right belongs to the said *Francis Brend*, as Executor of his Brother *Thomas Brend* deceased, by virtue of the said recited Indenture of re-demise; To have and to hold all
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and singular the Premisses, for and during all the residue of the said Term of 98 Years, eleven Months, and three Weeks, yet to come and unexpired: In trust nevertheless, that the said *Katherine Gunman*, her Executors, Administrators and Assigns, shall permit and suffer the said *Judith Brend* to hold the Premisses during her Life; and after her Death, that her Executors, Administrators or Assigns, shall hold over the same until she or they shall be satisfied either by the said *Francis Brend*, or his Heirs or Assigns, or by or out of the Rents and Profits of the Premisses, the Sum of 432 *l.* 13 *s.* 4 *d.* of lawful English Money, being two thirds of the said Sum of 649 *l.* paid to the said *John Jefferies*, for Redemption of the Premisses, with Interest for the same after the rate of 6 *l.* per Cent. per Annum, from the said Ninth day of *March*, which was in the said 35th year of the Reign of the late King *Charles* the Second: And that from and after payment of the said 432 *l.* 13 *s.* 4 *d.* with Interest as aforesaid, either by the said *Francis Brend*, his Heirs or Assigns, or out of the Rents or Profits of the Premisses, she the said *Katherine Gunman*, her Executors, Administrators and Assigns, shall and will assign and convey the said Premisses, and all her Estate, Right, Title and Interest therein, as well by virtue of the said Indenture of Demise, and of the said Redemise, as otherwise, unto such Person or Persons as the said *Francis Brend*, his Heirs or Assigns, shall direct or appoint, discharged of all Incumbrances done by her the said *Katherine Gunman*, her Executors, Administrators or Assigns, or the said *Christopher Gunman* deceased, according to the said Decree, and the true meaning thereof; and to and for no other use, end or purpose whatsoever. And the said *Francis Brend*, for himself, his Executors

cutors and Adminiftrators, doth Covenant and grant to and with the faid *Katherine Gunman*, her Executors, Adminiftrators and Affigns, by thefe Presents, That ſhe the faid *Katherine Gunman*, her Executors, Adminiftrators and Affigns, ſhall and may peaceably and quietly hold and enjoy, All and ſingular the Premiffes, with the Appurtenances, for and during the refidue of the faid Term of 98 Years, and eleven Months, and three Weeks, yet to come and unexpired, ſubject to the faid Truſt and Decree, and purſuant to the true Intent and Meaning thereof, without any lawful Lett, Trouble or Interruption of the faid *Francis Brend*, his Executors, Adminiftrators or Affigns: And that clearly acquitted and diſcharged, or otherwiſe well and ſufficiently ſaved harmleſs of and from all other Grants, Bargains, Sales, Leaſes and Incumbrances whatſoever, had, made, done, committed, or ſuffered to be done by the faid *Francis Brend*, or any claiming by, from or under him. **In witneſs** whereof the Parties firſt above-named to theſe preſent Indentures, interchangeably, &c.

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The Husband in his life-time having conveyed some Manors and Lands in trust, for the payment of 3000 l. to his Wife in case she survived him; and the Wife surviving him, and afterwards dying, and the 3000 l. becoming due to her Executor, the Executor assigns the same to another, and covenants that he hath Title thereto, and hath not received, released or otherwise discharged the same.

[Drawn by Hoy, perused by Sir W. Wogan, and Sir Geo. Hutchins of Grays-Inn, Parties to the Deed.]

This Indenture, &c. in the Second year of the Reign of our Sovereign Lord and Lady William and Mary, &c. between Sir William Cowper late of Charter-house-yard in the County of Middlesex, Baronet, Administrator of the Goods and Chattels of Dorothy Huddleston deceased, late Widow and Relict of Ferdinando Huddleston, late of Millain alias Millum in the County of Cumberland Esq; also deceased, of the one part; and Sir John Cutler of the City of Westminster in the County of Middlesex Baronet, of the other part.

WHereas by Indenture of Lease and Release, the Lease bearing date the 22d, and the Release the 23d day of February 1677. and in the 30th year of the Reign of his late Majesty King Charles the Second, made or mentioned to be made between the said Ferdinando Huddleston, of the one part; and the said Sir William Cowper, William Wogan of Grays-Inn in the said County of Middlesex, now Sir William Wogan Kt. George Hutchins of Grays-Inn aforesaid Esq; now Sir George Hutchins Kt. Thomas Travell of the University of Oxford Esq; now Sir Thomas Travell Kt. and Richard Hawkins Citizen and Grocer of London,

London, of the other part. The said *Ferdinando Huddleston* in recompence to his said Wife, who having a Jointure of part of the Lands of the Manor of *Hafely* alias *Hazely-Court* herein after-mentioned, had for the accommodating of the said *Ferdinando Huddleston* her Husband, barr'd herself thereof by Fine levied to Sir *Thomas Byde* Kt. and *Richard March* of *London* Merchant, in the Court of *Common-Pleas* at *Westminster* in *Hillary-Term* 1697. And thereupon the Manors, Messuages, Lands, Tenements and Hereditaments herein after-mentioned, were conveyed in Mortgage to the said Sir *Thomas Byde* and *Richard March*, and their Heirs, for the securing of 4000 *l.* and Interest, (which was afterwards made up 6000 *l.* Principal-Money) and for a Provision for the said *Dorothy* in case she should survive and overlive the said *Ferdinando Huddleston*, and for raising other Monies for the said *Ferdinando Huddleston*, in case he should in the mean time so think fit, and for other valuable Considerations, he the said *Ferdinando Huddleston*, did by the said Release grant Release, and confirm unto the said Sir *William Cowper*, Sir *William Wogan*, Sir *George Hutchins*, *Thomas Travell* and *Richard Hawkins*, All that the Manor or Lordship, Town, Hamlet or Village of *Hazely* alias *Hafely-Court* in the County of *Exon*, with all the Rights, Members and Appurtenances thereof; and all Houses, Buildings, Lands, Tenements, Royalties, Parks, Woods, Woodlands, and the Ground, Site and Soil of the same Parks, Meadows, Pastures, Feedings, Commons, Out-rents and Hereditaments in *Hafely* alias *Hazely-Court*, *Great Hazely* and *Little Hazely*, or elsewhere, thereunto belonging or appertaining or used therewith, or reputed to be Part, Parcel or Member thereof, with all their and every of their Appurtenances: And also all those the Manors of *Thwaites* and *Hunderthwaites*, and *Cosherston* alias *Codderstone* in the County of *York*: And all Houses,

Houses, Buildings, Parks, Meadows, Pastures, Feedings, Woods, Woodlands, Commons, Out-rents, Royalties and Hereditaments in *Hundrethwaite, Cotberston* and *Rumerschurch*, or elsewhere to the same belonging, used therewith, or reputed to be part or parcel thereof, with all and every their Appurtenances: And also all and singular other the Manors and reputed Manors, Messuages, Lands, Tenements and Hereditaments of the said *Ferdinando Huddleston*, in the said Counties of *Exon* and *York*, or in either of them, whereof and wherein the said *Ferdinando Huddleston* had any Estate of Freehold, or Inheritance in Possession or Reversion, Remainder or Expectancy, and the Reversion and Reversions, Remainder, Rents, Issues, Services, Royalties and Profits of all and singular the said Manors, Lands, Tenements and Hereditaments, and other the Premises, and every of them, and every part and parcel thereof. And all his Estate, Right, Title, Interest, Power, Right and Equity of Redemption, Claim and Demand whatsoever, of, into, and out of every part and parcel of the same; To have and to hold unto the said *Sir William Cowper*, *Sir William Wogan*, *Sir George Hutchins*, *Sir Thomas Travell*, and *Richard Hawkins*, their Heirs and Assigns, for ever in trust, among other things, that they the said *Sir William Cowper*, *Sir William Wogan*, *Sir George Hutchins*, *Sir Thomas Travell*, and *Richard Hawkins*, and every of them and their Heirs, should permit the said *Ferdinando Huddleston* to enjoy the said Manors and Premises, and to receive the Profits thereof during his life: And from and after his decease then in trust, That they the said *Sir William Cowper*, *Sir William Wogan*, *Sir George Hutchins*, *Sir Thomas Travell*, and *Richard Hawkins*, and the Survivors and Survivor of them, and his Heirs, should sell and dispose of the said Premises; and by and out of the Monies to be raised thereby, together with such

Rents and Profits as they or any of them should receive after the said Debt of 4000 l. to the said Sir *Thomas Byde* and *Richard March*, with Interest and Charges, and such other Debts amounting to 2000 l. or under, which should at any time afterwards be taken up or borrowed by the said *Ferdinando Huddleston*, upon any Mortgage or other Security of the said Manors and Premises, or any part thereof, with Interest for the same, were first paid and satisfied, repay unto the said *Dorothy* Wife of the said *Ferdinando Huddleston*, if she should survive him, the Sum of 3000 l. of lawful Money of *England*, together with Interest for the same, from the death of the said *Ferdinando Huddleston*, until payment; as in and by the said Indenture of Release, relation being thereunto had, more at large appeareth. And whereas the said *Ferdinando Huddleston* departed this life on or about the 7th of *March* 1596. and the said *Dorothy Huddleston* him survived, and is since dead Intestate, and Letters of Administration of her Estate are in due form of Law granted unto the said Sir *William Cowper*; as by the said Letters of Administration under Seal of the Prerogative Court of *Canterbury*, relation being thereunto had, more at large appeareth; by virtue whereof the said Sir *Will. Cowper* is become intitled unto the said 3000 l. and Interest thereof, from the death of the said *Ferdinando Huddleston*: Now this Indenture witnesseth, That the said Sir *William Cowper*, for and in consideration of the Sum of 3225 l. of lawful Money of *England* (which is the full of what remains due for Principal and Interest of the said 3000 l. to him in hand paid by the said Sir *John Cutler*, at and before the enfeoffing and delivery of these Presents, the receipt whereof he the said Sir *William Cowper*, doth hereby acknowledge; Hath granted, assigned, and set over, and by these Presents doth grant, assign and set over unto the said Sir *John Cutler*, his Executors, Administrators and Assigns, the

the said Sum of 3000 l. payable by the said recited Indenture unto the said *Dorothy Huddleston*: And all Interest due and in arrear for the same: And also all the Right, Title, Interest, Claim and Demand whatsoever both in Law and Equity of him the said Sir *William Cowper*, in and to the said 3000 l. and Interest. And the said Sir *William Cowper*, for himself, his Heirs, Executors and Administrators, and every of them, doth Covenant, promise, grant and agree to and with the said Sir *John Cutler*, his Executors, Administrators and Assigns, by these Presents, in manner following, (that is to say) That he the said Sir *Will. Cowper* now hath the Right and Title of the said *Dorothy Huddleston*, of and in the said Sum of 3000 l. and Interest due for the same, and that the same is all still due as aforesaid, and payable to him out of the said Manors and Premisses, and no part thereof received, released or otherwise discharged, except what hath been received of the said Sir *John Cutler*, in part of Interest due for the said 3000 l. And that the said Sir *William Cowper*, his Executors or Administrators, shall and will from time to time, and at all times hereafter, do at the Costs and Charges in the Law of the said Sir *John Cutler*, his Executors or Administrators, all such further and other lawful and reasonable Act and Acts, Matters and Things, Conveyance or Assurance in the Law, for the further and more absolute Granting or Assigning of the said 3000 l. and Interest, to the said Sir *John Cutler*, his Executors and Administrators, according to the true intent and meaning of these Presents: As by the said Sir *John Cutler*, his Executors, Administrators or Assigns, or by his or their Council learned in the Law, shall reasonably devise, advise or require. **In witness, &c.**

Bargains and Sales.

A Deed of Bargain and Sale for Six Months, to give Possession to the Bargainee (or Purchaser) according to the Statute of 27 H. 8. of Transferring Uses into Possession.

THIS Indenture made, &c. between E. C. of P. in the County of N. of the one part; and R. Y. of, &c. of the other part; witneseth, That the said E. C. for and in consideration of the Sum of Five shillings of lawful Money of *England* to him in hand paid by the said R. Y. at and before the ensealing and delivery of these Presents: The Receipt whereof he the said E. C. doth hereby acknowledge, and thereof and of every part thereof, doth acquit, exonerate and discharge the said R. Y. his Heirs, Executors and Administrators, and every of them by these presents, Hath granted, bargained and sold, and by these presents doth grant, bargain, and sell unto the said R. Y. all those several Pieces or Parcels of Freehold-land late R. M's. lying and being in P. aforesaid; whereof the first Piece doth contain half an Acre, sometimes P's at the *Vicaridge-Lane* End, lying between the Lands of the said R. Y. on the South, And the Land late T. S. now the said R. Y. on the North, and abuteth upon a Green-way towards the East, and upon the Lands late T. S. now the said R. Y. towards the West: The second Piece, containing half an Acre, sometime P's lying between the Lands sometimes J. S. on the East, and the Lands of E. G. on the West, and abuteth upon the Mill-way leading from P. towards the South: The third Piece,

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containing one Rood and an half in a certain Inclosure, lying between the Lands late of J. R. as well East as West, and abutteth upon the Common Pasture of P. aforesaid towards the South: The fourth Piece, containing half a Rood, lying by the Lands of the said J. R. on the West, and abutteth upon the said Common Pasture towards the South: The fifth Piece, containing half a Rood, being part of an Inclosed Pightell, lying between the Common Way leading to the Common Pasture of P. aforesaid, on the East, and the Lands late P. on the West, and abutteth on the said Common Pasture towards the South: The sixth Piece, containing half a Rood of Marsh Ground, lying in O. and abutting upon the River South, and the said Mr. T. North, and sides to the East of the said Mr. T. The seventh Piece, containing half an Acre, and abutts upon the aforesaid Common River South and North, now Mr. C. late M. and sides upon the said R. T. to the West in O. Together with all other the Free Lands in P. aforesaid, which descended to the said E. C. after the death of E. C. his late Father, with their and every of their Rights, Members and Appurtenances thereunto belonging, or in any wise appertaining, or accepted, reputed, deemed or taken as Part, Parcel, or Member thereof; and the Reversion and Reversions, Remainder and Remainders thereof; To have and to hold the said several Pieces and Parcels of Land and Premisses, with their and every of their Appurtenances, and every Part and Parcel thereof, and the Reversion and Reversions, Remainder and Remainders thereof, unto the said R. T. his Executors, Administrators and Assigns, from the day before the Date of these presents, unto the full End and Term of Six months thence next ensuing, and fully to be compleat and ended: To the intent the said R. T. hereby and by force of the Statute for transferring Uses into Possession, may be in the actual possession of

the said Premises, and enabled to take a Grant of the Inheritance thereof, to him and his Heirs, to such Uses, Intents and Purposes as shall be therein or thereby declared, limited or expressed. In witness, &c.

Confirmation.

A Confirmation of a Jointure, pursuant to a Decree made in the High Court of Chancery, for that purpose. With Recitals of a Deed of Partition, a Deed of Trust, and a Devise by Will; as also Covenants to levy a Fine, and to declare the Uses thereof, and for further Assurance.

[Nicely and Curiously drawn by Mr. Ewer of Lincoln's-Inn.]

THIS Indenture *quadrupartite* made, &c. between the Honourable J. T. of St. Martins in the Fields in the County of Middlesex Esq; and M. his Wife, one of the Daughters of R. H. the Elder, late of H. in the said County of Middlesex Esq; deceased; R. R. of S. in the said County of Middlesex Esq; H. R. Esq; Brother of the said R. R. (which said J. T. R. and H. R. are Trustees named in the last Will and Testament of E. D. late of the Parish of St. James Westminster Widow, deceased, who was another of the Daughters of the said R. H.) and R. B. Son and Heir of R. B. the other Daughter of the said R. H. and late the Wife of R. B. in the Parish of St. Martins in the Fields in the said County of Middlesex, of the first part: W. G. of the Parish of St. Paul Covent-Garden in the said County of Middlesex, Doctor of Physick, and E. his Wife, late the Wife of R. H. the younger

younger Son and Heir of the said R. H. the elder, also deceased, of the second part; and S. D. of S. N. in the said County of M. Esq; and E. his Wife, late E. M. of the third part; and R. W. of the Inner-Temple, London, Gent. of the fourth part. Whereas in and by Indenture tripartite, bearing date, &c. made or mentioned to be made between J. S. late of H. in the County of O. Gent. deceased; and M. his Wife, eldest Daughter of T. W. late of D. in the County of W. Esq; deceased, of the first part; R. T. of A. in the County of the City of C. Gent. and E. T. (then Son and Heir apparent of the said R. T. by A. his late Wife deceased, seconded Daughter of the said T. W.) of the second part; and J. W. Citizen and Grocer of London, and the said E. D. (by the name of E. sole Daughter and Heir of the said J. M. by E. his Wife lately deceased, who was the only Child of E. the youngest Daughter of the said T. W. by B. B. Citizen and Girdler of L. her Husband, lately deceased) of the third part; purporting a Deed of Partition of divers Manors, Messuages, Lands, Tenements and Hereditaments late of S. W. deceased, and therein particularly mentioned to be divided among the said Parties to the same Indenture, (viz.) The Manor of D. with the Rights, Members, and Appurtenances, or so much thereof as is lying in the Counties of B. and W. together with other Lands and Hereditaments, in the said Indenture mentioned, were allotted to the said J. S. and M. his Wife, and the Manors of M. with the Appurtenances, or so much thereof as is lying and being in the Counties of W. and B. aforesaid, with divers other Lands and Hereditaments therein also mentioned, were allotted to the said R. T. and E. his Son: And also it was thereby declared, That the said R. T. and E. T. should hold and enjoy in Severalty for an Augmentation to equalize their part and share of all the Manors, Lands, Tenements and Hereditaments of

the said *S. W.* All that Meadow commonly called *G. Meade*, containing by Estimation six Acres and two Roods, (more or less:) And also all those four Piddles lying on the East-side of the Way leading from *S. Woods* towards *R.* containing by Estimation eight Acres, (more or less) then or late in the Occupation of *W. B.* with their and every of their Appurtenances subject to the *Proviso* therein after-mentioned concerning the same: And the Manor of *B.* with the Appurtenances, or so much thereof as is lying in the Counties of *B.* and *W.* aforesaid, together with other Lands and Tenements in the same Indenture mentioned, were allotted unto the said *J. M.* and *E. M.* for such Estates as are therein particularly expressed concerning the same respectively. In which said Indenture is contained a *Proviso* to the effect following, (*viz.*) That if the said *J. M.* or the said *E.* his Daughter, should at any time within the space of Eighteen years next after the date of the same Indenture, pay or cause to be paid unto the said *R. T.* if he should be then living, or unto the said *E. T.* his Son, after the death of the said *R. T.* or to the Executors, Administrators or Assigns of the said *E. T.* the Sum of Two hundred and fifty pounds of lawful English Money: Then the said *J. M.* and *E.* his Daughter, or her Heirs, should or might peaceably and quietly have, hold, and enjoy the said Meadow called *G. Meadow*, and the said four Piddles lying on the East-side of the Way leading from *S. Wood* to *R.* aforesaid, late in the Occupation of the said *W. B.* with their Appurtenances, To the use of the said *J.* for life, Remainder to the said *E.* his Daughter, and her Heirs for ever. And it was declared by the said Indenture, That the said *J.* and *E. M.* should in the mean time hold and enjoy the same Meadow and four Piddles, paying to the said *R.* and *E. T.* Twelve pounds and ten shillings *per Annum* Rent, for the same; as in
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and by the same Indenture, (among other things therein contained) reference being thereto had, may more fully appear. And whereas the said *M. S.* after the death of the said *J. S.* and the said *R. T.* and *E. T.* by several Conveyances in the Law, did grant and convey the said Manors of *D.* and *M.* and all other the Lands, Tenements and Hereditaments in the said recited Indenture mentioned to be allotted unto them respectively as aforesaid, and the said Meadow called *G. Meadow*, and the four Piddles so allotted as an Augmentation of the part and purport of the said *R.* and *E. T.* as aforesaid, (subject to the said *Proviso* concerning the same) unto, and for the use of the said *R. H.* the elder, and *R. H.* the younger, and their Heirs, or the Heirs of one of them, as by the Conveyances thereof may appear. And whereas in and by Indenture of Lease and Release, the Lease dated the Tenth, and the Release the Eleventh days of *A. Anno, &c.* made or mentioned to be made between the said *R. H.* the elder, and *R. H.* the younger, of the one part; The said *M. S.* by the name of *M. S.* of *M.* in the County of *B.* Widow, (Mother of the said *E. G.*) and her the said *E.* (then the Wife of the said *R. H.* the younger) and the said *E. T.* of the other part, for the consideration of a Marriage then lately had, and solemnized between the said *R.* the younger, and the said *E.* And in consideration of Three thousand pounds of lawful English Money paid to the said *R.* the younger by the said *M. S.* (as the said *E.*'s Marriage-Portion) and towards performance of several Articles of Agreement dated, &c. then last past, made between the said *R.* the elder, of the one part, and the said *M. S.* of the other part, they the said *R. H.* the elder, and *R. H.* the younger, did grant, bargain, sell, alien, release and confirm unto the said *M. S.* and *E. T.* and their Heirs, (in their actual possession then being;) All that the Manor of *D.* with the

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Appurtenances, or so much thereof as is lying and being in the Counties of *B.* and *W.* (as therein after was and is particularly mentioned.) And also all that the Manor of *M.* with the Appurtenances, or so much thereof as is lying and being in the Counties of *B.* and *W.* (as therein after was and is particularly mentioned) together with their and every of their Appurtenances, and all chief Rents, being about Fifty pounds. *per Annum*, lying and being in *B.* *S.* and *S.* in the said Counties of *B.* and *W.* and all Rents reserved due or payable unto the several Manors of *D.* and *M.* and all other Messuages, Lands, Tenements, Hereditaments, Court-Leets, Courts Baron, Waives, Estrays, Felons Goods, Royalties, Ways, Waters, Easements, Profits, Commons, Common of Pasture, Commodities, Advantages, Privileges, Emoluments and Hereditaments whatsoever, to the said Manors, Messuages, Closes, Lands, Tenements and Hereditaments belonging, or in any ways appertaining, or therewith and then before used, occupied, letten or enjoyed, or reputed, or taken, or known as part, parcel or member thereof, or thereunto belonging; and also all other Messuages, Lands, Tenements and Hereditaments, whereof they the said *R. H.* the Father and *R. H.* the Son, were then seised of any Estate of Inheritance, lying and being in the Parishes, Townships, Hamlets, Fields, Territories and Precincts of *S. S.* and *B.* or any of them in the said Counties of *B.* and *W.* And the said Meadow and Paddles, with the said Rent of Twelve pounds and ten shillings, were to go and be enjoyed with the said Manors, and other the Premises subject to the said *Proviso* concerning the same; To hold the said Manors, Lands, Tenements and Premises, with their Appurtenances, unto the said *M. S.* and *E. T.* their Heirs and Assigns, to the several uses therein and herein after mentioned, (*viz.*) To the use of the said *R. H.* the Son, for life, without Impediment of

of Waste, and from and immediately after the decease of the said R. the Son, then to the use and behoof of the said E. then the Wife of the said R. the Son during the Term of her natural life, for her Jointure, and in bare Recompence and full Satisfaction of her Dower and Thirds at the Common Law. And from and after the decease of the said E. then to the use of the Issue Male in Tale of that Marriage (as in and by the said Indenture of Release, is particularly mentioned :) And for want of such Issue to the use of the said M. S. and E. T. their Executors, Administrators and Assigns, for Five hundred years, to be accounted from the death of the said R. the Son, without Impeachment of Waste, for raising Portions for Daughters, as therein also is mentioned : And from and after the Determination of the said Term of Five hundred years, to the use and behoof of the said R. H. the Son, his Heirs and Assigns for ever, (as in and by the said Indentures of Lease and Release, reference being thereunto had, may more fully appear.) And whereas the said R. H. the Son died, and left Issue R. H. his only Son and Heir, who was seised of the said Manor and Premises : And whereas the said J. M. departed this life, and the said E. M. him survived, and intermarried with the said S. D. and by force of the said *Proviso* in the said first Indenture mentioned, and within the said Term of Eighteen years therein limited, (*viz.*) on, *&c.* Anno, *&c.* the said S. D. did pay unto the said E. G. (then E. H. Widow) the Sum of Two hundred and fifty pounds, which she received and had in Satisfaction of the said Meadow called G. Meadow, and the said four Piddles in the said *Proviso* mentioned, being part of the Premises so settled on her in Jointure, (subject to the *Proviso* aforesaid.) And whereas the said R. H. the Son of the said E. G. since, died an Infant, by whose death the Reversion and Inheritance of the said Manors, Lands,

Lands, Tenements and Premises, expectant upon the death of the said *E. G.* descended and came to the said *M. T. E. D.* and *R. B.* as Heirs of the said *R. H.* the Infant; and they became also intituled in Expectancy, after the death of the said *E. G.* to the said Sum of Two hundred and fifty pounds, so by her received in Satisfaction of the said *G. Meadow*, and four Piddles, as aforesaid. And whereas the said *J. T.* and *M.* his Wife, and *E. D.* and *R. B.* by *R. B.* his Father, and next Friend, (with others) exhibited their Bill in the High Court of *Chancery* against the said *W. G.* and *E.* his Wife, and *M. S.* (upon several Demands therein mentioned:) And also for the Deeds, Evidences and Writings which concern the Title of the said Manors, Lands and Premises, settled in Jointure upon or to the use of the said *E.* as aforesaid. To which Bill the said Doctor *W. G.* and *E.* his Wife, and *M. S.* put in their Answers, and divers Witnesses were examined in the said Cause, which came on to be heard at *Westminster* before the Right Honourable the Master of the *Rolls*, on Thursday the Twenty sixth day of *November*, which was in the Eighth year of his said now Majesty's Reign: And upon hearing and debating the matter between the Parties it was ordered by the Court, That as to all other the matters then and there in difference between the Parties, the Plaintiffs Bill should stand absolutely dismissed out of the said Court; but as touching the delivery of the Deeds which concern the Premises and Estate settled in Jointure to the said *E.* it was ordered and decreed, That the said Defendants, Doctor *G.* and his Wife, should deliver up unto the said Plaintiffs all such Deeds and Writings which they then had in their Custody and Power, or could come at relating to the Title of the Lands in Jointure, they the said Plaintiffs first confirming the said Defendant *E.*'s Jointure, as Counsel should advise; as by the said Decree, reference being had, may
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more fully appear. And whereas the said *E. D.* since the said Decree died, having made her last Will and Testament in writing, bearing date, &c. last past before the date of these Presents; and therein reciting, that she was seised in Fee of the Reversion of the third part of the several Manors of *D.* and *M.* with the Appurtenances, and of divers Messuages, Lands, Tenements and Hereditaments thereunto belonging, lying and being in the Counties of *B.* and *W.* did give and devise the same, and all her Right, Title and Interest of, in, and to the same, and also all other her Manors, Messuages, Lands, Tenements and Hereditaments whatsoever in the said Counties of *B.* and *W.* or either of them to the said *J. T.* by the name of her Brother *J. T.* Esq; and the said *R. R.* and *H. R.* and their Heirs, upon trust to be sold, the Money arising by such Sale to be paid into the hands of the said *E. G.* for the benefit of *H. D.* her only Daughter an Infant, therein named; as in and by the said Will, reference being thereunto also had, may more fully appear.

By Virtue of which said Will, after the death of the said *E. D.* the said *J. T. R. R.* and *H. R.* became entituled in Expectancy to one third part of the said Two hundred and fifty pounds, and also seised of the Reversion of the said third part of the said Manors, Messuages, Lands, Tenements and Premises, as aforesaid. And the said *J. T.* for himself, hath agreed to accept of the Sum of Forty five pounds sixteen shillings and eight pence in full satisfaction of his and his Wife's third part of the said Two hundred and fifty pounds, and hath received the same of the said *E. G.* and they the said *J. T. R.* and *H. R.* have also agreed to accept the like Sum of Forty five pounds sixteen shillings and eight pence, in full satisfaction of their third part of the said Two hundred and fifty pounds, and left the same in the hands of the said *E. G.* in trust for the said *H. D.* according
to

to the Direction of her said late Mother's Will. And the said R. B. the Son, hath likewise agreed to accept of the like Sum of Forty five pounds sixteen shillings and eight pence, in full satisfaction of the said Sum of Two hundred and fifty pounds, and hath received the same of the said E. G. Now this Indenture witnesseth, That for and in consideration of the Sum of Forty five pounds sixteen shillings and eight pence, so paid unto the said J. T. as aforesaid, and of the said Sum of Forty five pounds sixteen shillings and eight pence, so paid to the said R. B. as aforesaid, the respective Receipts whereof they do hereby respectively acknowledge they the said J. T. and M. his Wife, and R. B. the Son, in pursuance and performance of the said Decree, on their parts, and in obedience to the same; and the said J. T. R. and H. R. Trustees, as aforesaid, have and doth, and every of them hath ratified and confirmed, and by these Presents do, and each and every of them doth ratify and confirm unto the said E. G. (in her actual Possession and Seisin now being) and to her Assigns, all and every the Manors, Messuages, Closes, Lands, Tenements and Hereditaments, settled in Jointure upon the said E. and every part and parcel thereof, (except the said G. Meadow, and the said four Piddles before-mentioned, to be redeemed by the said Samuel D. and E. his Wife, as aforesaid;) To have and to hold the same Manors, Lands, Tenements, and Premises, and every part and parcel thereof, (except as aforesaid) unto the said E. G. and her Assigns, for and during the Term of her natural Life, according to the true intent, full extent and meaning of the said Indenture of Release so made for settling the said Jointure-Lands on her for life, as aforesaid. And this Indenture further witnesseth, That the said J. T. R. R. and H. R. and R. B. in consideration of the said Sum of Two hundred and fifty pounds so paid by the said S. D. to the said E. G. as aforesaid,

aforesaid, have, and every of them hath releas'd and confirmed, and by these Presents do, and every of them doth release and confirm unto the said S. D. and E. his Wife, (in their actual possession now being) and to the Heirs of the said E. for ever, all the Estate, Right, Title, Interest, Claim and Demand whatsoever either in Law or Equity, of them the said J. T. and M. his Wife, R. and H. R. and R. B. the Son, or any and every of them, of, in, to, and out of the said Meadow called G. Meadow, and the said four Piddles of Pasture before excepted, and every part and parcel thereof, with their and every of their Appurtenances; To have and to hold the said Meadow called G. Meadow, and the said four Piddles, with their Appurtenances, unto the said S. D. and E. his Wife, and their Heirs, to and for the use and behoof of the said E. D. her Heirs and Assigns, for ever. And the said J. T. for the better and more perfect confirming the said Jointure of the said E. according to the direction of the said Decree, as to the third part of the said Manors, Messuages, Clofes, Lands, Tenements and Premisses so descended, and come to the said M. his Wife, as aforesaid; and for the releasing and conveying the third part of the said G. Meadow, and four Piddles of Land, unto the said E. D. and her Heirs for ever, doth for himself and his Heirs, Covenant and agree to and with the said R. W. and his Heirs, and to and with every of them, by these Presents; That he the said J. T. and M. his Wife, shall and will before the end of next Easter-Term, at the proper Costs and Charges of the said J. T. acknowledge one or more Fine or Fines *sur Cognizance de droit come ceo, &c.* in due Form and Order of Law to be levied before the Justices of his Majesty's Court of Common-Pleas at Westminster, with Proclamations to be thereupon had, according to the form of the Statute in that case

case made and provided, unto the said *R. W.* and his Heirs of the third part, of all and every the said Manors, Messuages, Closes, Lands, Tenements and Hereditaments, settled in Jointure upon the said *E. G.* as aforesaid, by such apt and convenient Name or Names, Quantities, Qualities and Specifications, and in such manner and form as shall be thought requisite; which said Fine or Fines so, or in any other manner, or at any other time to be acknowledged, had and levyed; and all and every other Fine and Fines, Conveyances and Assurances in the Law whatsoever, already made and executed, or hereafter to be had, made, levyed, acknowledged, done, suffered or executed of the said third part of the said Manors, Messuages, Closes, Lands, Tenements and Premisses, or any of them, or any part or parcel thereof, by or between the said Parties to these Presents, or any of them, or whereunto they or any of them, is, are, or shall be Party or Parties, or Privy: As to, for and concerning the said third part of the said Meadow, called *G. Meadow*, and the said four Piddles, with their Appurtenances, unto and for the use and behoof of the said *E. D.* her Heirs and Assigns, for ever: And as for, to, and concerning the third part of the said Manors of *D.* and *M.* and the third part of all other the Lands, Tenements and Hereditaments so settled in Jointure upon the said *E. G.* as aforesaid, and all other the Premisses in the said Fine comprized or intended to be comprized, whereof any use is before hereby declared shall be and enure, and shall be adjudged, confirmed, deemed and taken to be and enure, and is and are hereby declared and agreed by and between the said *J. T.* and *M.* his Wife, *W. G.* and *E.* his Wife, and *R. W.* to be and enure to and for the proper use and behoof of her the said *E. G.* and her Assigns, for and during the Term of her natural life,

life, in confirmation of her said Jointure, and from and immediately after her decease, then to and for the use and behoof of such person or persons, and for such Estate and Estates, Use and Uses, Intents, Trusts and Purposes, and by, with and under such *Proviso's*, Conditions, Limitations and Agreements as the said J. T. and M. his Wife, during their joint Lives, by any Writing under their Hands and Seals by them sealed and delivered in the presence of three or more credible Witnesses, shall direct, nominate or appoint. And for want of such Direction, Nomination or Appointment, then to the use and behoof of the said M. the Wife of the said J. T. her Heirs and Assigns, for ever, and to and for no other use, intent, trust or purpose whatsoever. And the said J. T. for himself, his Heirs, Executors and Administrators, and every of them doth Covenant and agree to and with the said R. W. his Heirs and Assigns, and to and with every of them, by these Presents, That it shall and may be lawful to and for her the said E. G. and her Assigns, for and during the Term of her natural Life, lawfully, peaceably, and quietly to have, hold, and enjoy the said Manors, Messuages, Closes, Lands, Tenements and Premises so settled on her in Jointure, as aforesaid, (except as before is excepted) and every of them, and every part and parcel thereof, without the lawful Lett, Suit, Trouble, Interruption or Denial of him the said J. T. and M. his Wife, or either of them, or either of their Heirs or Assigns, or any other person or persons lawfully claiming, or to claim by, from or under them, or either of them. And the said R. R. and H. R. for themselves severally, and not jointly, nor the one for the other, or for the Act, Deed, or Default of one another; but apart, and for their respective Heirs, Executors and Administrators, do severally Covenant and agree to and with the said R. W. his Heirs and Assigns, and to and with every

of them by these Presents, That it shall and may be lawful to and for the said E. G. and her Assigns, during the term of her natural Life, peaceably and quietly to have, hold and enjoy the said Manors, Messuages, Closes, Lands, Tenements and Premisses so settled on her in Jointure, as aforesaid, (except as afore excepted) and every of them, and every part and parcel thereof, without the lawful Lett, Suit, Trouble, Interruption or Denial of them the said R. R. and H. R. respectively, or their respective Heirs or Assigns, or any person or persons lawfully claiming, or to claim by, from, or under them or either of them respectively. And the said R. B. (Party to these Presents) for himself, his Heirs, Executors and Administrators, and every of them, doth Covenant and agree to and with the said R. W. his Heirs and Assigns, and to and with every them, by these presents, That it shall and may be lawful to and for the said E. G. and her Assigns, during her natural Life, lawfully, peaceably and quietly to have, hold, and enjoy the said Manors, Messuages, Closes, Lands, Tenements and Premisses so settled on her in Jointure, as aforesaid, (except as before is excepted) and every of them, and every part and parcel thereof without the lawful Lett, Suit, Trouble, Interruption or Denial of him the said R. B. his Heirs or Assigns, or any other person or persons lawfully claiming, or to claim by, from or under him, them, or any of them. In witness, &c.

A

A Confirmation of several Leases, by Deed indented, in obedience to and pursuance of a Decree in Chancery.

THis Indenture made, &c. between E. G. of, &c. Widow, and F. W. of B. in the County of E. Widow, Daughters and Co-heirs of F. late the Wife of J. S. late of S. *alias* S. in the County of M. Gent. deceased, of the one part; and R. H. Citizen and Goldsmith of London, of the other part. *Whereas* the said J. S. and F. his Wife, together with T. L. Esq; and W. A. their Trustees, by Indenture *Tripartite*, bearing date, &c. did demise unto A. S. of, &c. and T. S. of, &c. All that part or parcel of a Capital Messuage, situate, lying and being in W. in the said Parish of S. commonly called or known by the name of G. House, sometimes in the Tenure or Occupation of M. S. Widow, her Assignee or Assigns, and late in the Tenure or Occupation of S. T. and E. his Wife, or their Assigns, with the House at the lower End of the great Yard, which was sometimes a Garden, and that part of the Pump which standeth in the Court-Yard, which belongeth unto the said Messuage, (one part of which Pump belongeth to a House adjoining, called the W. Tavern, being thereby excepted:) And all those Stables, Messuages, Tenements, Houses, Erections and Buildings; as had been lately built and erected by the said Z. T. in or upon the said Yard or Garden, parcel of the Premises. And all those four Messuages and Tenements, one whereof was formerly a Stable belonging to the said House, situate, lying and being in G. Lane in the said Parish of St. S. and were formerly demised by the said J. and F. unto J. S. late Husband of the said M. S. which were at the time of the said Demise in the several Tenures or Occupations

of *W. W. J. W. J.* and *H. W.* their Assignee or Assigns, and which Demise was afterwards surrendered, and the same Premises then, or lately were in the several Tenures or Occupations of *W. P. W. D. R. H.* and *T. J.* or their respective Assignee or Assigns: And all Houses, Out-houses, Edifices, Buildings, Yards, Back-sides, Lights, Ways, Easements, Waters, Water-courses, Profits, Commodities and Appurtenances whatsoever, to the said several Messuages or Tenements and Premises, or any part thereof, belonging or in any wise appertaining, or otherwise used, occupied or enjoyed; To hold for the Term of Eighty years, commencing from the day of the date thereof from thence next ensuing, yielding and paying for the same the yearly Rent of Forty six pounds of lawful Money of *England*, by Quarterly Payments at the four most usual Feasts or Terms in the year, by even and equal Portions. And whereas by Deed indented, bearing date, &c. made between the said *J. S.* and *F.* his Wife, of the one part; and *J. S.* the elder, and *E.* his Wife, and *J. S.* the younger, of the other part: The said *J. S.* and *Frances* his Wife did Covenant, declare, and agree to settle the said Inheritance of the said Messuages, Lands and Tenements, in manner and form as in the said Deed is contained. In which said Deed there are certain Powers reserved in the words, or to the effect following, (*viz.*) And to this further use, intent and purpose, that it shall and may be lawful to and for the said *J. S.* and *F.* his Wife, during their Joint Lives, to make any Demise or Lease of the said Messuages, Tenements or Houses, or of any of them in particular, to any Person or Persons, for any Term or Terms not exceeding the Term of Fourscore and nineteen years, reserving such yearly Rent and Rents as in their Discretion they shall think fit, and also that the said *J. S.* and *F.* his Wife, and the Survivor of them, shall or may demise the Premises or
any

any part thereof, for any Term of years not exceeding One and thirty years. And whereas the said J. S. after the death of the said F. his Wife, did, in pursuance of the said Power and Intent of the said last recited Deed, make, execute, and publish a Writing under his Hand and Seal as his last Will and Testament, bearing date on or about, &c. and thereby did devise unto the said R. H. Party to these Presents, his Executors, Administrators and Assigns, All the said Messuages, Tenements and Premises, with the Appurtenances, in the said first recited Indenture mentioned, (all which Premises were in the Possession of the said R. H. by virtue of a Devise in the last Will and Testament of H. H. Father of the said R. H. which said H. H. was at the time of his death possessed thereof by virtue of an Assignment of the aforesaid Lease or Demise for Eight and forty years, formerly made unto the said H. H. by the said A. S. and T. S.) To have and to hold unto the said R. H. his Executors, Administrators and Assigns, for and during the Term and Time of One and thirty years, to begin from and immediately after the End, Expiration, or other Determination of the aforesaid Term of Eight and forty years thentofore demised by the said J. S. and F. his Wife, by Indenture tripartite aforesaid; and under the same Rent, Covenants and Agreements, as are in the said Lease mentioned and reserved; As in and by the said Will or Writing, purporting the Will of the said J. S. relation being thereunto had, appeareth. And whereas the said J. S. by his last Will and Testament, bearing date the Six and twentieth day of O. Anno Dom. &c. did ratify and confirm his before-recited Will of the said Devise of the said Premises, to the said R. H. and declared the same should remain in full force and effect, and every way available unto the said R. H. according to the Contents thereof; as by the said last Will of the said J. S.

relation being thereunto had, appeareth. Now this Indenture witnesseth, That the said *E. G.* and *F. W.* in pursuance of, and in obedience to a certain Decree made in or about the, &c. last past, in certain Causes depending in the High Court of *Chancery*, between the said *E. G.* and *F. W.* Complainants, and *W. B.* Gent. Executor of the said last Will and Testament of the said *J. S.* Defendant, and between the said *W. B.* and *G. B.* Complainants, and the said *E. G.* and *F. W.* Defendants, and of a subsequent Order made in the said Causes, bearing date, &c. last; whereby the said *E. G.* and *F. W.* were ordered to confirm the said Rented Leases to the said *R. H.* and for other Considerations them thereunto moving, they the said *E. G.* and *F. W.* have, and each of them hath granted, demised and confirmed, and by these Presents, do, and each of them doth grant, demise, and confirm unto the said *R. H.* All and singular the said Messuages, or Tenements and Premises, and every part and parcel thereof, with the Appurtenances, by the said first recited Indenture of Lease demised or mentioned, or intended so to be; To have and to hold the said Messuages, or Tenements and Premises, with the Appurtenances, unto the said *R. G.* his Executors, Administrators and Assigns, from henceforth, for and during all the rest and residue of the said Term of Eight and forty years yet to come and unexpired: And to have and to hold the same unto the said *R. H.* his Executors, Administrators and Assigns, for and during the Term of One and thirty years, to begin from and immediately after the end and expiration of the Term of Eight and forty years, from thence next ensuing, and fully to be compleat and ended, yielding and paying therefore yearly, and every year during the said Time and Terms, unto the said *E. G.* and *F. W.* their Heirs and Assigns, the yearly Rent or Sum of Six and forty pounds of lawful Money of *England*, at the
four

four most usual Feasts or Terms in the year; that is to say, the Annunciation of the Blessed Virgin *Mary*, the Nativity of *St. John Baptist*, *St. Michael* the Archangel, and the Birth of our Lord Christ, by even and equal Portions: Provided always, that if it shall happen the said yearly Rent of Six and forty pounds, or any part thereof, to be behind and unpaid in part or in all by the space of Eight and twenty days next over, or after any of the days of payment thereof above-mentioned, in which, as aforesaid, the same ought to be paid, being lawfully demanded: That then, and at all times afterwards, it shall and may be lawful unto and for the said *E. G.* and *F. W.* their Heirs or Assigns, into the said Messuages or Tenements, and other the Premises, or any part thereof, peaceably and quietly to re-enter, and the same to have again, re-possess and enjoy, as in their or either of their former Estate. And the said *R. H.* his Executors, Administrators and Assigns, and all other Occupiers of the said Premises, thereout and from thence utterly to expel, put out and amove: This Indenture, or any thing herein contained to the contrary notwithstanding. And the said *R. H.* doth for himself, his Executors and Administrators, covenant, grant and agree to, and with the said *E. G.* and *F. W.* their Heirs and Assigns, by these Presents, in form following: That is to say, That he the said *R. H.* his Executors, Administrators or Assigns, or some of them, shall and will, well and truly pay, or cause to be paid unto the said *F. W.* his Heirs and Assigns, the said yearly Rent of Six and forty pounds during the residue of the said Eight and forty years, and the said Term of one and thirty years, as the same shall become due and payable, according to the true intent and meaning of these Presents; as also at his and their, or some of their own proper Costs and Charges, from time to time, and at all times hereafter, during the remainder of the said Term of Eight

and forty years, and during the said Term of One and thirty years, well and sufficiently repair, support, sustain, uphold, maintain and amend the said demised Messuages, or Tenements and Premisses, with the Appurtenances, and every part and parcel thereof, in, by, and with all, and all manner of needful and necessary Reparations and Amendments whatsoever; and that when, where, and as often as need shall be, or require, or at the farthest within the time and space of Six months next after warning therefore to be given or left, as hereafter is mentioned. And all the Pavements, Privies, Sinks, Widdraughts and Gutters, to the said demised Premisses, belonging or appertaining at his, their or some of their own like proper Costs and Charges, shall pave, purge, scoure, cleanse and amend from time to time, and at all times hereafter, when, where, and as often as need shall likewise require, during the said Term, or at the farthest within the time of warning, as aforesaid. And all and singular the said Leased Premisses, with the Appurtenances, being so well and sufficiently repaired, supported, sustained, upheld, maintained, paved, purged, scoured, cleansed and amended in the end of the said Term of One and thirty years, or other sooner Determination thereof, (which shall first happen) peaceably and quietly shall leave, surrender, and yield up: And also that it shall, and may be lawful to and for the said *E. G.* and *F. W.* their Heirs and Assigns, or any of them, with Workmen, or others, or otherwise without Workmen, twice in every year, yearly during the said Term or oftner, to enter and come into and upon the said demised Premisses, with the Appurtenances, and into every, or any part or parcel thereof, there to view, search and see the State of the Reparations of the same, and of all needful Defaults or Wants of Reparations, upon any such View or Views found to, give or leave Notice or Warning in Writing

Writing at the said Leased Premisses, or some part thereof, unto, or for the said *R. H.* his Executors, Administrators or Assigns, to repair and amend the same within the time and space of Six months then next ensuing; within which said time and space of Six months next after every such Notice or Warning so given, or left as aforesaid, the said *R. H.* for himself, his Executors, Administrators and Assigns, doth Covenant and grant to and with the said *E. G.* and *F. W.* their Heirs and Assigns, by these Presents, to repair and amend all and every such needful Defaults and Wants of Reparations from time to time to be found, and whereof Notice or Warning shall be given or left as aforesaid. And the said *E. G.* and *F. W.* do for themselves, and either of them, their and either of their Heirs, Executors, Administrators and Assigns, Covenant, promise, grant and agree to and with the said *R. H.* his Executors, Administrators and Assigns, by these Presents; That he the said *R. H.* his Executors, Administrators and Assigns, paying the said yearly Rent of Six and forty pounds, according to the Reservation aforesaid, and performing the other Covenants, Grants, Articles and Agreements, in these Presents, contained on his and their parts to be paid, kept, and performed according to the Tenor and true Meaning of these Presents, shall or may lawfully, peaceably and quietly have, hold, occupy, possess and enjoy the said several Messuages or Tenements, and all other the said demised Premisses, with the Appurtenances, for, by, and during all the Residue and Remainder of the said Term of Eight and forty years yet to come and unexpired, and the said Term of One and thirty years, without any Lett, Suit, Trouble, Denial, Expulsion, Eviction or Interruption, of, or by them the said *E. G.* and *F. W.* or
either

either of them, or the Heirs or Assigns of either of them, or of, or by any other Person or Persons whatsoever, lawfully claiming or to claim, by, from, or under them, or either them, or by their, or either of their Means, A&, Right, Title, Consent or Procurement.

And lastly, It is hereby declared and agreed by all the Parties to these Presents, That the Rent of Six and forty pounds *per Annum*, hereby reserved and covenanted to be paid by the said R. H. his Executors, Administrators and Assigns, is the same Rent reserved by the said first recited Indenture of Lease: And that the said R. H. his Executors, Administrators or Assigns, shall not be liable or compellable to pay any more, or other Rent for the said Premises, than one Sum of Six and forty pounds *per Annum* during the Remainder of the said Term of Eight and forty years, or the said Term of one and thirty years, by virtue of any the Reservations or Covenants, contained in this, or the said first recited Indenture of Lease. In witness, &c.

Declara-

Declarations of Trust.

A Declaration, That the Assignee's Name in a Deed of Assignment, was only made use of in Trust for the Assignor.

WHereas *H. W.* of *London* Grocer, Administrator of *E. W.* late of *A.* in the County of *H. Gent.* deceased, by his Deed of Assignment, bearing date, &c. did grant, bargain, sell, assign and set over unto me *T. P.* of, &c. Haberdasher, my Executors, Administrators and Assigns, one Indenture of Lease, bearing date, &c. made between *F. T.* Doctor of Divinity, and Master of the College of *S.* in the University of *C.* the Fellows and Scholars of the same College, on the one part; and the said *E. W.* and *H. W.* of the other part, of their Farm and Site of their Manor of *R.* in *A.* aforesaid, and other the Lands and Tenements therein mentioned, for the Term of Twenty years from the date of the said Lease; as by the said Lease and Assignment thereon endorsed, may appear. Now know all Men by these Presents, That I the said *T. P.* do hereby declare, that my Name was and is made use of in the said Assignment in trust only for the said *H. W.* and for his use and benefit, and for no other use, intent or purpose whatsoever. **In witness,** &c.

Declara-

Declaration of the Duke of Norfolk and Earl of Arundel, touching the Disposition of the Money raised by the Mortgage of Ecclesfield.

TO all Christian People to whom this present Writing shall come, The Most Noble Duke of N. Earl-Marshal of *England*, and the Right Honourable H. Lord *Mowbray*, commonly called Earl of A. eldest Son and Heir apparent of the said Duke, send greeting. **Whereas** by Indenture bearing date, &c. made or mentioned to be made between the said Duke of N. and Earl of A. of the one part; and F. H. of B. in the County of S. Esq; (now F. Lord H. of E.) P. R. of the Parish of *St. Martins in the Fields* in the County of *Middlesex*, Esq; and C. B. of H. in the County of Y. Clerk, of the other part. They the said Duke of N. and Earl of A. did bargain and sell unto the said F. H. P. R. and C. B. and their Heirs, (amongst several Castles, Honours, Boroughs, Manors and Lands in the said Indenture mentioned) All that the Manor, or reputed Manor, Rectory or Priory of E. and the Grange called *W. Grange*, with their and every of their Appurtenances, in the County of Y. And all Messuages, Lands, Tenements and Hereditaments to the said Manor, or reputed Manor, Rectory, Priory and Grange belonging or in any wise appertaining, or therewith commonly used or enjoyed, and the Reversion and Reversions, Remainder and Remainders, Rents, Issues and Profits thereof, and of every part thereof; To have and to hold unto the said F. H. P. R. and C. B. and their Heirs, to the Uses and upon the Trusts in the said Indenture mentioned, (and amongst others) upon trust, that the said F. H. P. R. and C. B. and the Survivors and Survivor of them, and the Heirs or Assigns of such Survivor, after the
Fees

Fees and Charges, and Sallaries of Stewards Bailiffs, and other Officers, and other Charges in respect of the Premisses; and the Charges of the said Trust should be satisfied and paid out of the clear Rents and Profits of the said Premisses, and pay the Interest-money due, or which should grow due, for the Sum of Fifteen thousand six hundred pounds, mentioned in a Schedule to the said Deed annexed, to the respective Persons to whom the same is by the said Schedule respectively payable, or to such other Persons to whom the same should grow due, or for such part thereof as should remain unpaid, until the said Fifteen thousand six hundred pounds should be fully paid. And upon further Trust, that the said Trustees, and the Survivors and Survivor of them, and their Heirs, should by Leasing, Mortgaging or Selling the said Premisses, or any part thereof, raise and pay the said principal Sum of Fifteen thousand six hundred pounds, or so much thereof as should be there raised, and upon several other Trusts in the said Indenture mentioned; as in and by the said Indenture, relation being thereunto had, more at large appeareth. And whereas by Indenture *tripartite*, bearing date on or about the Second day of *July* last past, made or mentioned to be made between the said Earl of *A.* of the first part; *F.* Lord *H.* of *E. P. R.* and *C. B.* of the second part; and *R. N.* of, &c. Esq; and *R. J.* of, &c. Gent. of the third part: They the said *F.* Lord *H.* *P. R.* and *C. B.* in consideration of the Sum of Five thousand six hundred pounds to them in hand paid, did grant, bargain, and sell unto the said *R. N.* and *R. J.* their Executors, Administrators and Assigns, All that the said Manor, or reputed Manor, Rectory and Priory of *E.* and the Grange called *W. Grange*, and all Messuages, Lands, Tenements and Hereditaments thereunto belonging, with their and every of their Appurtenances; To have and to hold unto the said *R. W.* and *R. J.* their

their Heirs and Assigns for ever, with and under a *Proviso* of being void upon payment of several Sums of Money at several days and times, in the said Indenture mentioned; as in and by the said Indenture, relation being thereunto had, more at large appeareth. And whereas the Monies raised and borrowed on the said Mortgage hath been applied for and towards the discharging of a Debt secured by a Mortgage of the Castle, Lordship and Manor of *R. alias R.* and the Chase of *R.* and Premises thereunto belonging, in the County of *N.* contrary to the Trust reposed in them by the said first recited Indentures. Now know ye that the said *H.* Duke of *N.* and *H.* Earl of *A.* do hereby declare, That the said Indenture of Mortgage, made to the said *R. N.* and *R. I.* was made, and the said Monies borrowed thereon were disposed as aforesaid, by and with the Privy, Consent and Approbation of them the said Duke of *N.* and Earl of *A.* And they do hereby for themselves, their Heirs, Executors and Administrators, remise and release unto the said *F. Lord H. P. R.* and *C. B.* all Breaches of Trust, for or by reason of the Disposition of the said Monies in manner as aforesaid. **In witness, &c.**

*The like Declaration between the before-mentioned Duke,
Earl, and others concerning the Arrears of Rents.*

THIS Indenture tripartite, made, &c. between the Right Honourable H. Earl of A. Lord M. eldest Son and Heir apparent of the most Noble H. Duke of N. Earl Marshal of England, of the first part; the said H. Duke of N. of the second part; F. H. of B. in the County of S. Esq; P. R. of the Parish of St. Martins in the Fields, in the County of Middlesex Esq; S. F. of, &c. N. F. of, &c. C. B. of H. in the County of T. Clerk, of the third part. **Whereas** the said H. Duke of N. in pursuance and performance of certain Articles of Agreement, bearing date, &c. made between the said H. Duke of N. of the one part; and the said H. Earl of A. of the other part; Hath by several Deeds and Conveyances granted and conveyed unto the said F. H. P. R. and C. B. their Heirs, Executors, Administrators and Assigns, and also unto the said S. F. N. F. and C. B. their Heirs, Executors, Administrators and Assigns, several Barroutes, Boroughs, Castles, Mannors, Lordships, Rectories, Hereditaments and Premises, with their and every of their Rights, Members and Appurtenances, situate, lying and being in the several Counties of L. W. N. S. E. S. S. S. T. W. C. in the said Deeds and Conveyances more particularly mentioned and expressed, and which were in his the said Duke's Possession, or in the Possession of the said Duke's Assigns, or Under-tenants at the time of the executing the said Deeds and Conveyances, to, and for the several Trusts, Uses, Intents and Purposes, in and by the said several Deeds and Conveyances mentioned, expressed and declared; as in and by the said Deeds and Conveyances, relation being thereunto had, more at large it doth and may appear.

Now

Now this Indenture witnesseth, and it is hereby declared, and fully agreed by and between all and every the Parties to these Parties, That for and notwithstanding the said Deeds and Conveyances, or any Covenant, Clause, Article, Matter or Thing whatsoever therein, or in either of them contained to the contrary: It shall and may be lawful to and for the said *H. Duke of N.* his Executors, Administrators or Assigns, to ask, demand, receive and take to his and their own Use and Uses, all and every the Rents, Fines and Profits, and Arrearages of Rents due and owing by and from all or any the Tenants of the said Barrouges, Boroughs, Castles, Manors, Lordships, Rectories, Advowsons, Parks, Messuages, Lands, Tenements, Hereditaments and Premisses, with their and every of their Appurtenances, in the said Deeds and Conveyances mentioned, at any time before and until the day of the date of these Presents: And in case of refusal or non-payment of the said Rents, Arrears of Rents, Fines and other Profits, by all or any of the Tenants of the said Premisses, or any part thereof, it shall and may be lawful to and for the said Duke, his Executors, Administrators and Assigns, to sue and prosecute for the same in the names of the said *F. H. P. R. S. F. N. F.* and *C. B.* or any of them, as Council shall advise. He the said Duke, his Executors, Administrators and Assigns, saving them harmless from any Costs or Damages that may happen to them, or any of them, by reason of using their names as aforesaid. **In witness, &c.**

A Deed of Revocation of an Annuity.

TO all Christian People to whom this present Writing shall come, The most Noble *H. Duke of N. Earl Marshal of England*, sendeth greeting. **Whereas** by Indenture bearing date, &c. made or mentioned to be made between the said *H. Duke of N.* and the Right Honourable *H. Lord M.* commonly called Earl of *A.* eldest Son and Heir apparent of the said Duke, of the one part; and the Right Honourable *F. Lord H. of E.* by the name of *F. H. of B.* in the County of *S.* Esq; *P. R.* of, &c. and *C. B.* of *H.* in the County of *T.* Clerk, of the other part: They the said Duke of *N.* and Earl of *A.* did bargain and sell unto the said *F. Lord H. P. R.* and *C. B.* their Heirs and Assigns, (amongst divers other Castles, Honours, Manors and Lands;) All that the Castle, Manor, Borough and Soake of *B.* with the Priors, Manors of *B.* with their and every of their Appurtenances in the County of *S.* And all that the Site and Precinct of the said Priory of *B.* with the Appurtenances: And all those the Rectories of *St. M.* in *B.* and of *St. M.* and *St. A.* in *J.* in the said County of *S.* with all and singular their and every of their respective Rights, Members and Appurtenances in the Counties of *N.* and *S.* or either of them: And all that the Manor and Park of *E.* with the Rights, Members and Appurtenances in the County of *N.* and the Advowson of the Church of *E.* aforesaid; To have and to hold unto the said *F. Lord H. P. R.* and *C. B.* and their Heirs, to the Uses, and upon the Trusts in the said Indenture, and the Schedules thereunto annexed mentioned, (and amongst others) to pay unto *Mr. E. H.* (one of the said Duke's Brothers) for his own, his Wife, and his Child's Lives, and the longer Liver of them, the

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yearly

yearly Sum of One hundred pounds, unless the said Duke should by Writing under his Hand and Seal, sealed and subscribed in the presence of two or more credible Witnesses direct, that the said Annuity should cease and determine, the said payment to be half yearly, and the first payment at *Lady-day* then next; as in and by the said Indenture and Schedules, relation being thereunto had, appeareth. Now know ye that the said *H. Duke of N.* being minded to determine the payment of the said One hundred pounds *per Annum*, according to and by virtue of the power contained in and reserved to the said Duke, in and by the said recited Indenture, and the second Schedule thereunto annexed; Hath revoked, annihilated, and made void: And doth hereby by this present Writing under his Hand and Seal, by him subscribed and sealed in the presence of the Witnesses, whose names are endorsed hereupon as Witnesses, revoke, annihilate and make void the said Use and Trust in the said Deed and Schedule contained touching the said Rent or Annuity of One hundred pounds *per Annum*, thereby payable to the said *E. H.* for his own, his Wife, and Child's Lives, as aforesaid: And doth hereby declare, That the said Rent or Annuity, and the Payments thereof, shall from henceforth cease and determine: And the said Duke doth discharge the said *F. Lord H. P. R. and C. B.* and every of them, and their Heirs, of and from the payment of the said One hundred pounds *per Annum*, or any part thereof, to the said *E. H.* his Wife or Child, or either of them. **In witness, &c.**

Defea.

Defeasances.

A Special Defeasance of a Bond made for payment of the Consideration Money, mentioned in a Lease of several Manors, Lands, Tenements and Hereditaments demised for 21 years.

THIS Indenture made, &c. between N. F. of the Parish of, &c. in the County of, &c. Esq; of the one part; and the most Noble H. Duke of N. Earl Marshal of England, of the other part. Whereas by Indenture of Lease, bearing even date with these Presents, and made or mentioned to be made between the said H. Duke of N. of the one part, and the said N. F. of the other part: He the said Duke of N. for the Considerations therein mentioned, did grant and demise unto the said N. F. All that the Manor of G. in the County of D. with its Rights, Members and Appurtenances; and several other Manors, Advowsons, Rectories, Tithes, Messuages, Lands, Tenements and Hereditaments, in the said Indenture particularly mentioned; To have and to hold the said Manors, Advowsons, Rectories, Tithes, Messuages, Lands, Tenements, Hereditaments and Premises, in and by the said Indenture demised or intended to be demised, and every part and parcel thereof, to the said N. F. his Executors, Administrators and Assigns, from the date of the said Indenture, for and during, and unto the full end and term of One and twenty years, if the said Duke of N. should so long live; as in and by the said Indenture, relation being thereunto had, more at large appeareth. And whereas the said N. F. stands bound unto

the said *H. Duke of N.* in and by one Obligation, bearing even date with these Presents, in the penal Sum of Fourteen thousand pounds conditioned for the payment of Seven thousand pounds of lawful Money of *England*, together with lawful Interest for the same after the rate of Six pounds *per Cent. per Annum*, unto the said *H. Duke of N.* his Executors, Administrators or Assigns, on the, &c. day of, &c. next ensuing the date of the said Obligation, being for the Consideration-Money mentioned in the said Lease; as in and by the said Obligation, relation being thereunto had, more at large appeareth. Now this Indenture witnesseth, and it is hereby provided, conditioned, covenanted, concluded and agreed by, and between all and every the said Parties to these Presents, That if in case the said *N. F.* his Executors, Administrators or Assigns, shall not well and truly pay or cause to be paid unto the said *H. Duke of N.* his Executors or Administrators, the said Sum of Seven thousand pounds on the said, &c. day of, &c. aforesaid, together with lawful Interest for the same, according to the Condition of the said recited Obligation; That then and at all times afterwards it shall and may be lawful to and for the said *H. Duke of N.* his Heirs or Assigns, and every of them, into all and singular the said demised Premises, and every part and parcel thereof, wholly to re-enter, and the same to have again and enjoy, as in his or their former Estate. And the said *N. F.* his Executors and Assigns, from thence utterly to expel and put out, (the said recited Indenture, or any thing therein contained to the contrary thereof in any wise notwithstanding.)
In witness, &c.

The like Defeasance that the Demise shall be void upon the Non-payment of the Consideration-Money at a certain day.

THIS Indenture made, &c. between S. F. of, &c. Esq; N. F. Gent. Son and Heir apparent of the said S. F. and D. S. of L. Esq; of the one part; and the most Noble H. Duke of N. of the other part. Whereas by Indenture of Lease, bearing even date with these Presents, and made or mentioned to be made between the said H. Duke of N. of the one part; and the said S. F. and D. S. of the other part; He the said Duke of N. for the Considerations therein mentioned, did grant and demise unto the said S. F. and N. F. and D. S. All that the Castle, Honor and Lordship of A. in the County of S. and several other Manors, Lordships, Forests, Parks, Warrens, Advowsons, Rectories, Mills, Messuages, Lands, Tenements and Hereditaments in the said Indenture particularly mentioned; To have and to hold the said Castle, Honor, Manors and Premises, in and by the said Indenture demised or intended to be demised, and every part and parcel thereof, to the said S. F. and D. S. their Executors, Administrators and Assigns, from the date of the said Indenture, for and during, and unto the full end and term of 40 years, if the said Duke of N. should so long live; as in and by the said Indenture, relation being thereunto had, more at large appeareth. Now this Indenture witnesseth, and it is hereby provided, conditioned, covenanted and agreed by and between all and every the said Parties to these Presents, That if the said S. F. and D. S. or one of them, their or one of their Executors, Administrators or Assigns, shall not well and truly pay or cause to be paid unto the said H. Duke of N. his Executors or Administrators, the Sum of Forty thousand pounds

of lawful Money of *England*, on, &c. That then the said recited Indenture of Lease, and every Covenant, Article, Clause and Thing therein contained, to be void and of none effect, any thing in the said recited Indenture contained to the contrary thereof in any wise notwithstanding. **In witness, &c.**

A Defeasance of a Statute in nature of a Bond for performance of Covenants.

THIS Indenture made, &c. between *S.D.* of, &c. Spinster, of the one part; and *W. B.* and *W.* in the County of *E.* of the other part, witnesseth; **That whereas** the said *W.B.* by his Recognizance, in the nature of a Statute-Staple, bearing even date with these Presents, taken before Sir *J. V.* Knight, Lord Chief Justice of his Majesty's Court of *Common-Pleas* at *Westminster*, is and standeth bound unto the said *S. D.* in the Sum of Four hundred pounds of lawful Money of *England*, payable as is in the said Recognizance, or Staute-Staple made, appeareth: Nevertheless the said *S. D.* is contented and pleased, and doth for herself, her Executors and Administrators, Covenant, promise and agree to and with the said *W. B.* his Heirs, Executors and Administrators, by these Presents, That if he the said *W.B.* his Heirs, Executors, Administrators or Assigns, or any of them, shall for his and their parts well and truly observe, perform, fulfil and keep all and singular the Covenants, Payments, Articles, Clauses, Agreements and Conditions contained, specified and written in a certain Pair of Indentures, bearing even date with these Presents, made between *J.W.* of, &c. and him the said *W. B.* of the first part; and the said *S.D.* of the other part: Which on the part of the said *W. B.* his Heirs, Executors or Administrators, are to be performed according to the true intent and meaning of

of the said recited Indentures ; as by the said Indenture more at large appeareth : That then the said recited Recognizance, or Statute-Staple, of Six hundred pounds, shall be utterly void and of none effect, or else shall stand and abide in full force and virtue. In witness, &c.

A Defeasance upon a Judgment, warranted to be confessed for better Security of Payment of a certain Sum of Money secured by Bond.

[By Mr. Fisher late of Grays-Inn.]

THIS Indenture made, &c. between T.K. of, &c. of the one part ; and F.T. of, &c. of the other part, witnesseth ; **That whereas** the said F.T. and Sir P. M. of, &c. Knight, by one Obligation bearing date the, &c. of this Instant, &c. are become bound unto the said T.K. in the Sum of, &c. of lawful Money of *England*, conditioned for the Payment of the Sum of, &c. of like Money on the, &c. at the, &c. as by the said recited Obligation and Condition more at large appeareth. And whereas the said F. T. for further Security of Payment of the said Sum of, &c. according to the true meaning of the said Condition of the said recited Obligation, hath by Warrant of Attorney under the Hand and Seal, bearing date the day of the date hereof, authorized and appointed J. P. and J. E. or any other Attorney of his Majesty's Court of *Kings-Bench* at *Westminster*, to appear for him the said F. T. in the same Court, at the Suit of the said T. K. and there to file a Common Bail for him the said F. at the Suit of the said T. and confess unto him a Judgment for, &c. Debt, besides Costs of Suit ; as by the said Warrant of Attorney appeareth. Nevertheless the said T. K. is contented and agreed ; and by these Presents

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doth for himself, his Executors and Administrators, Covenant, grant and agree, to and with the said *F. T.* his Executors and Administrators, by these Presents, That he the said *F. T.* and *P. M.* or either of them, their or either of their Executors, Administrators or Assigns, shall pay or cause to be paid unto the said *T. K.* his Executors, Administrators or Assigns, the aforesaid Sum of, &c. at the day and place above-mentioned, in discharge of the said recited Obligation: That then he the said *T. K.* his Executors or Administrators, shall and will upon reasonable request after such payment made, and at the Costs and Charges of the said *F.* his Executors or Administrators, in due and lawful manner acknowledge Satisfaction upon Record, of and for such Judgment as shall be acknowledged by virtue of the Warrant aforesaid: And that he the said *T. K.* his Executors or Administrators, shall not before default of Payment, shall be made of the said Sum of, &c. contrary to the form aforesaid, sue or take forth any Writ or Process of Execution, of or upon the Judgment aforesaid. *In witness, &c.*

A Defeasance of a Judgment in the Common-Pleas.

[By Mr. Fisher.]

THIS Indenture made, &c. between *L. C.* of, &c. of the one part; and *W. D.* of, &c. of the other part, witnesseth; **That whereas** the said *L.* in or about the Term of *St. Michael* in the, &c. in his Majesty's Court of *Common-Pleas* at *Westminster*, recorded against every one of them the said *W. N.* and *R.* as well 200 *l.* Debt, as certain Costs and Damages in that behalf sustained, as by the several Judgments thereupon entered on Record, as in the said Court may appear. Nevertheless the said *L. C.*

is

is contented and agreed, and by these Presents, for him, his Executors, Administrators and Assigns, doth Covenant, grant and agree to and with the said *W. N. and R.* and every of them, their and every of their Executors and Administrators, by these Presents, That if they or any of them, their or any of their Executors and Administrators, shall well and truly pay or cause to be paid unto the said *L. C.* his Executors, Administrators or Assigns, at or within, &c. the Sum of, &c. in manner and form following; (*viz.*) On the, &c. the Sum of, &c. thereof, and on the day of, &c. the Sum of, &c. residue and in full payment of the Sum of, &c. That then he the said *L. C.* his Executors or Administrators, or his or their lawful Attorney, shall and will at the request and Costs and Charges in the Law of the said *W. N. and R.* their Executors and Administrators, or some of them, acknowledge Satisfaction in due form of Law, of and for the Recoveries and Judgments aforesaid: And also that he the said *L. C.* his Executors or Assigns, shall not before default shall be made, of or in payment of the said Sum of, &c. or of some part thereof, contrary to the form aforesaid, sue or take forth any Process of Execution against the said *W. N. and R.* or any of them, their or any of their Heirs, Executors or Administrators, Lands, Tenements, Goods or Chattels, or any of them, by or upon the said Recoveries and Judgments, or any of them. In witness, &c.

A Defeasance upon a Judgment in Ejectment, for better assuring of Lands Mortgaged.

[By Mr. Fisher.]

THIS Indenture made the, &c. between J. F. Kt. of the one part ; and T. E. of the other part. ~~Whereas~~ this present *Hillary*-Term there is Judgment obtained against the said T. E. at the Suit of S. B. Gent. Lessee of the said T. S. in a Plea of Trespass and Ejectment, for the Manor of, &c. with the Appurtenances, and certain other Lands and Tenements in, &c. aforesaid. Which said Manor and Premises were heretofore Mortgaged by the said T. E. to R. F. Kt. deceased, late Lord Chief Justice of the *Kings-Bench* : Now it is hereby concluded and agreed, and the said E. F. for himself, his Executors and Administrators, doth covenant, grant and agree to and with the said T. E. his Heirs, Executors and Administrators, by these Presents ; That the said S. B. shall not take out any Execution upon the said Judgment, against the said T. E. for the recovery of the Possession of the said Premises, before the last day of the Term of St. *Hillary* next coming. And further, it is hereby agreed and declared, That if the Monies due upon the said Mortgage aforesaid, shall in the mean time be justly paid and satisfied unto the said T. F. his Executors, Administrators or Assigns, that then the said T. F. shall and will at the request Costs and Charges of the said T. E. his Heirs, Executors and Administrators, give, order, and authorize to the said J. B. to acknowledge Satisfaction upon the said Judgment, or do any other Act or Thing for the discharging of the same ; as shall be reasonably devised, and advised by Council learned, of the said T. E. his Heirs, Executors and Administrators. **In witness, &c.**

Another

Another Defeasance upon Judgment, with some Alteration.

[By Mr. Fisher.]

THIS Indenture made, &c. between J. R. of, &c. of the one part, and R. A. of, &c. of the other part, witnesseth; **That** whereas the said J. R. hath this present *Michaelmas*-Term recovered a Judgment against the said R. A. in the King's Majesty's Court of *Common-Pleas* at *Westminster* for 40 *l.* Debt, besides Costs of Suit; as by the Records of the said Court may appear. Nevertheless the said J. R. is contented and agreed, and by these Presents doth for himself, his Executors and Administrators, Covenant, grant and agree, to and with the said R. A. his Executors and Administrators, by these Presents, That if the said R. A. his Executors or Administrators, shall well and truly pay or cause to be paid unto the said J. R. his Executors, Administrators or Assigns, at or within the now Dwelling-house of the said J. R. situate, &c. the Sum of, &c. of lawful Money of *England*, in manner and form following: (That is to say) on the 26th day of *D.* next ensuing the date above-written, &c. thereof, and on the 26th day of *J.* &c. more thereof; and so Monthly afterwards on the 26th day of every Month next, and consequently following one another, Month after Month, Quarter after Quarter, and Year after Year, &c. *per Month*, so long and until the said Sum of, &c. shall be fully paid: That then he the said J. R. his Executors or Administrators, after due and full Payment made of the said Sum of, &c. in manner and form aforesaid, shall and will at the request, and Costs and Charges of the said R. M. his Executors or Administrators, in due and lawful manner

manner acknowledge Satisfaction upon Record, of and for the Judgment aforesaid: And that he the said J. R. his Executors or Administrators, shall not sue or take forth any Writ or Process of Execution, of or upon the Judgments aforesaid, until default of Payment shall be made of the Sum and Sums of Money aforesaid, or some part or parcel thereof, contrary to the form aforesaid. **In witness, &c.**

A Defeasance of several Grants of several Estates, (made absolute, during the Life of the Grantor, upon Payment only of a Peppercorn yearly, without any Proviso of Redemption) upon Payment of the Consideration-Money in the first Deed, with Interest yearly, to a certain time limited in and by the Defeasance.

[Drawn by Mr. Fisher.]

THIS Indenture made, &c. between A.B. of, &c. of the one part; and C.D. of, &c. of the other part. ~~Whereas~~ the said C. D. by his Indenture bearing date with these Presents, and made between him of the one part, and the said A. B. of the other part, for the Consideration therein mentioned, did demise, grant and to farm let unto the said A. B. his Executors and Administrators, All that, &c. for and during the Term of, &c. if the said C. D. should so long live, under a Pepper-corn yearly Rent: And also by one other Indenture of the same date, and made between the same Parties, for the Consideration of, &c. being one and the same Sum mentioned to be the Consideration of the aforesaid Indenture, did demise, and to farm let unto the said A. B. his Executors and Administrators, All that, &c. for and during the Term of a hundred years, if the said C. D. should so long live, at and under the like yearly Rent of one Pepper-corn; as in and by the said several

veral Indentures, relation being thereunto had, more at large may appear. Now this Indenture witnesseth, and the true intent and meaning of the said recited Indentures, and of these Presents, and of the Parties to the same, was and is so hereby declared to be; and the said *A. B.* for himself, his Executors and Administrators, doth Covenant and grant, to and with the said *C. D.* his Heirs and Assigns, by these Presents, That if the said *C. D.* his Heirs, Executors and Administrators, or any of them, shall well and truly pay or cause to be paid, unto the said *A. B.* his Executors, Administrators or Assigns, the yearly Sum of *£* *xx* of lawful Money of *England*, yearly and every year for and during the Term or Time of Seven years, to be accounted from the *xx* day of *xx* last past before the date thereof, the same to be paid at two days of payment in the year (that is to say) the *xx* day of *xx* and the *xx* day of *xx* by equal Portions, the first payment to begin, and be made on the *xx* day of *xx* next ensuing the date of these Presents, and the last payment to be made on the *xx* day of *xx* which shall be in the year of our Lord, *xx* without any Defalcation or Abatement to be made out of the said yearly Payments, or any of them, for Taxes, Charges, Assessments, or for other cause or thing whatsoever; That then, and from thenceforth the said *A. B.* his Executors or Administrators, and all Person and Persons claiming the Premises, in and by the said several recited Indentures, mentioned to be demised, or any part or parcel of the same, from, by and under him, shall and will at the request, Cost and Charges of the said *C. D.* his Heirs or Assigns, transfer and set over the said Premises, and every part and parcel of the same to be expressed to be demised by the said Indentures, or either of them respectively, together with the same Indentures, unto the said *C. D.* his Heirs or Assigns, or to such Person or Persons as he shall direct and appoint,
discharged

discharged of all Incumbrances by his, them or any of them done or suffered; and that in the mean time from and after full payment and discharge of the said yearly Sum of, &c. in manner as aforesaid, and all Arrears of the same, and until such Assignment so to be made as aforesaid, he the said *A. B.* his Executors and Administrators, and all Person and Persons standing and being possessed of the said Premises, or any of them, from, by or under him, shall stand and be possessed thereof, and of every part and parcel thereof, in trust to and for the sole use, benefit and behoof of the said *C. D.* his Heirs and Assigns, and to and for no other use, intent or purpose whatsoever: And the said *C. D.* for himself, his Heirs, Executors and Administrators, doth Covenant and grant to and with the said *A. B.* his Executors and Administrators, by these Presents; That he the said *C. D.* his Heirs, Executors and Administrators, shall and will, well and truly pay or cause to be paid unto the said *A. B.* his Executors or Administrators, for and during the said Term or Time of Seven years before-mentioned, the said yearly Rent or Sum of, &c. and every part thereof, at the days and place, and in such proportion as is before-expressed, for payment of the same, without making any Deduction or Abatement out of the said yearly Sum, or any part thereof, for Taxes, Charges, Assessments, or for other cause, matter or thing whatsoever, according to the true intent and meaning of these Presents: And it is hereby declared, concluded and agreed, by and between the said Parties, that it shall and may be lawful to and for the said *C. D.* his Heirs and Assigns; To have, hold and enjoy the said Lands and Premises, in and by the said several recited Indentures mentioned to be granted and received, and take the Rents and Profits of the same, until breach of the *Proviso* or Covenant before-mentioned, without the Lett, Trouble or Disturbance of the said *A. B.* his Executors
or

or Administrators, and without any account to him or them to be had, or given for the same. In witness, &c.

A Defeasance of a Grant of an Estate (made absolute in Fee, without any Proviso of Redemption) upon payment of the Consideration-Money in the first Deed, with a certain time limited in and by the Defeasance.

[Drawn by Mr. Fisher.]

THIS Indenture made, &c. between *A. B.* of, &c. of the one part, and *E. F.* of, &c. of the other part. **Whereas** the said *E. F.* by his Indenture of Lease and Release, bearing date, &c. made between him of the one part, and the said *A. B.* of the other part, for the Consideration therein mentioned, did grant, bargain, sell, release and confirm unto the said *A. B.* and his Heirs, All, &c. To have and to hold to the said *A. B.* his Heirs and Assigns, to the use of him, his Heirs and Assigns; as in and by the said Indentures, relation being thereunto had, may appear. Now this Indenture witnesseth, and the true intent and meaning of the said Indentures, and of these Presents is; and of the Parties to the same, was and is hereby so declared to be: And the said *A. B.* for himself, his Heirs and Assigns, doth Covenant, promise and grant, to and with the said *E. F.* his Heirs, Executors and Administrators, by these Presents, That if he the said *E. F.* his Heirs, Executors or Administrators, or any of them, shall well and truly pay or cause to be paid unto the said *A. B.* his Heirs or Assigns, the full and just Sum of, &c. of lawful Money of *England*, at or upon the, &c. day of, &c. without any Defalcation or Abatement out of the Sum, for Taxes, Charges, Assessments, or other cause or thing whatsoever; That then and from thence-

thenceforth the said *A.B.* his Heirs and Assigns, and all Person and Persons claiming the said Premisses, in, by or under the said recited Indentures of Lease and Release, or any part thereof, shall and will at the request, Cost and Charges of the said *E. F.* or his Heirs, transfer, assign and set over the said recited Premisses, and every part and parcel of the same so expressed to be granted as aforesaid, together with the said Indentures, unto the said *E. F.* and his Heirs, or to such other Person or Persons as he the said *E.F.* shall appoint, discharged of all Incumbrances by him or them done or suffered: And that in the mean time from and after full payment and discharge of the said Sum of, &c. as aforesaid, and until such Assignment be made to the said *A. B.* and his Heirs, and all Persons standing and being seised of the Premisses, by, from or under him or them, should be seised thereof, and of every part and parcel thereof, in trust to and for the sole use, benefit and behoof of the said *E. F.* his Heirs and Assigns, and to and for no other use, intent or purpose whatsoever: And the said *E. F.* for himself, his Heirs, Executors and Administrators, doth Covenant, promise, grant and agree to and with the said *A.B.* his Heirs and Assigns, by these Presents, that he the said *E. F.* his Heirs, Executors or Administrators, or some or one of them, shall and will well and truly pay or cause to be paid, unto the said *A. B.* his Heirs or Assigns, the said Sum of, &c. and every part thereof, at the day and place before-expressed for payment of the same, without making any Deductions or Abatements out of the said Sum, or any part thereof, for Taxes, Charges, Assessments, or for other cause, matter or thing whatsoever, according to the true intent and meaning of these Presents: And it is hereby declared, concluded and agreed by and between the said Parties, That it shall and may be lawful to and for the said *E.F.* and his Heirs, from time to time, and at all times hereafter, until default of payment

ment of the said Sum of, &c. or any part thereof, at the day and place before limited and appointed for payment of the same, to make any Lease, Demise or Grant of all or any the said Messuages, Lands, Hereditaments and Premises, in the said in part recited Indentures contained, for any term or number of years whatsoever, so as such Demise, Lease or Grant so to be made, be made *bona fide*, and there be reserved upon the same the best and most improved yearly Rent that such Messuages and Tenements so to be leased, can truly and *bona fide* be let for, and so as such yearly Rents so to be reserved, be payable and be paid unto the Person and Persons that shall be seized of the Reversion of the said Premises so leased immediately expectant upon the same Leases to be made. And lastly, it is declared, concluded and agreed by and between all the said Parties to these Presents, That it shall and may be lawful to and for the said E.F. and his Heirs, to have, hold, occupy and enjoy the said Messuages, Lands, Hereditaments and Premises, and every part and parcel thereof, in and by the said recited Indentures mentioned to be granted, and to receive and take the Rents, Issues and Profits of the same, until default of payment of the said Sum of, &c. or any part thereof, at the day and place before-mentioned, for payment of the same, without the Let, Trouble or Disturbance of the said A. B. his Heirs or Assigns, and without any Account to him, them or any of them, to be had or given for the same. In witness, &c.

A Defeasance of several Conveyances (made absolute, without any Proviso of Redemption) upon payment of the Consideration-Money, (in each several Conveyance mentioned) with Interest, at certain times limited in and by the Defeasance.

[Drawn by Mr. Fisher.]

THIS Indenture made, &c. between *W. G.* of, &c. of the one part, and *P. C.* of, &c. on the other part. **Whereas** the said *P. C.* in and by her Indenture, bearing date with these Presents, and made between her on the one part, and the said *W. G.* on the other part, reciting, as therein is recited, for the Consideration therein mentioned, did demise, grant and to farm, let unto the said *W. G.* his Executors and Administrators, all those Parcels of the Park or Ground called *W. Park* in the County of, &c. and other the Lands, Tenements and Hereditaments, in the said Indenture particularly expressed for and during the Term of 99 years, if *R. C.* the elder, *A. A.* and *G. C.* or any of them, should so long live, under a Pepper-corn yearly Rent; and also by one other Indenture of the same date, and made between the same Parties, reciting also as therein recited, for the Consideration therein mentioned, did demise, grant, and to farm, let unto the said *W. G.* his Executors and Administrators; All those the Demesne Lands, &c. of *W.* aforesaid, in the said County of, &c. and other the Lands and Hereditaments in the same Indenture mentioned, for and during the like Term of 99 years, if *P. N. E.* his Wife, and *R. C.* the younger, or any of them should so long live, under a Pepper-corn yearly Rent: And likewise by one other Indenture of the same date with these Presents, made between the same Parties, reciting in like manner as therein

therein is recited, for the Consideration of, &c. being one and the same Sum mentioned to be the Consideration of both the aforesaid Indentures, did bargain, sell, assign and set over unto the said *W. G.* his Executors and Administrators, all that parcel of the Park or Ground called *W. Park*, known by the name of *B.* in the said County of, &c. and other the Lands and Hereditaments in the said Indenture mentioned and bounded, as therein is particularly expressed, for and during the remainder of a Term for 21 years yet to come and unexpired, under the yearly Rents, Covenants and Agreements in the said Indenture reserved and mentioned; as in and by the said several Indentures, relation being thereunto had, more at large may appear. Now this Indenture witnesseth, and the true intent and meaning of the said several recited Indentures of these Presents, and of the Parties to the same, was, and is hereby so declared to be; and the said *W. G.* for himself, his Heirs, Executors and Administrators, doth Covenant and grant to and with the said *P. C.* her Heirs, Executors and Administrators, by these Presents, That if she the said *P. C.* her Heirs, Executors, Administrators or Assigns, or any of them, shall well and truly pay or cause to be paid, unto the said *W. G.* his Executors, Administrators or Assigns, the yearly Sum of, &c. of lawful Money of *England*, yearly and every year, for and during the Term and time of Seven years, to be accounted from the Feast of *St. Martin the Bishop* in Winter last past, before the date of these Presents, the same to be paid at two days of payment in the year, (that is to say) the First day of *July*, and the First day of *January*, by equal Portions, the first payment to begin and be made on the First day of *July*, which shall be in the year of our Lord, &c. and the last payment to be made on the First day of *January*, which shall be in the year of our Lord, &c. All the said Payments to be made in the *Middle-Temple*.

Hall, without any Defalcation or Abatement to be made out of the said yearly Payments, or any of them, for or by reason of any Taxes, Charges and Assessments imposed or charged upon the said Premises in the said several Indentures mentioned, or any of them respectively, or upon the said *W. G.* his Executors or Assigns, by reason of the said Premises, or any of them, by Authority of Parliament, or by any other Authority or Authorities whatsoever, for any other matter or thing whatsoever: Then and from thenceforth he the said *W. G.* his Executors, Administrators or Assigns, and all Person or Persons claiming the Premises in and by the said several in part recited Indentures, mentioned to be granted and assigned, or any part or parcel of the same, from, by or under him, shall and will at the request, Cost and Charges of the said *P. C.* her Executors, Administrators or Assigns, transfer and set over the said Premises, and every part and parcel of the same, so expressed to be granted and assigned by the said Indentures, either or any of them respectively as aforesaid, together with the same Indentures, unto the said *P. C.* her Heirs, Executors or Administrators, or to such Person or Persons as she shall for that purpose direct and appoint, discharged of all Incumbrances by him, them, or any of them done or suffered: And the said *P. C.* for herself, her Heirs, Executors and Administrators, by these Presents, doth Covenant and grant to and with the said *W. G.* his Executors and Administrators, That she the said *P. C.* her Heirs, Executors or Administrators, shall and will, well and truly pay or cause to be paid, unto the said *W. G.* his Executors, Administrators or Assigns, for and during the said Term or Time of Seven years before-mentioned, the said yearly Sum of, &c. and every part thereof, at the days and place, and in such Proportions as in the Covenant before-mentioned is expressed for payment of the same,

same, without making any Deduction or Abatement out of the said yearly Sum of, &c. or any part thereof, for Taxes, Charges, Assessments, or for other cause, matter or thing whatsoever, according to the true intent and meaning of these Presents: And it is hereby declared, concluded and agreed by and between the said Parties, That it shall and may be lawful to and for the said P. C. her Heirs, Executors, Administrators and Assigns respectively, to hold and enjoy the said Premises in the said several in part recited Indentures mentioned, and take the Rents and Profits thereof until some default shall happen to be made by the said P. C. of, or in payment of the yearly Rent, or any the Sums of Money herein-before Covenanted by her to be paid, or some part or parts of them, or some of them, or the Performance of the respective Covenants herein-before contained, on the part of the said P. her Heirs, Executors or Administrators, to be done or performed, or of some or one of the same Covenants, without the Lett or Disturbance of the said W. G. his Executors or Administrators, and without any Account to him or them to be had or given for the same.

A Defeasance of several Leases for years, upon payment of a Sum of Money yearly, according to the time limited.

THIS Indenture, &c. between A. B. of the one part, and C. D. of the other part. **Whereas** the said C. D. by one Recognizance or Writing Obligatory of the nature of a Statute-Staple, bearing date, &c. taken and acknowledged before Sir J. V. Knight, Lord Chief Justice of the Court of

Common-Pleas at Westminster, is and standeth bound unto the said *A. B.* in the Sum of, &c. of, &c. payable, as in and by the said recited Statute, relation being thereunto had, more fully may appear. Now this Indenture witnesseth, That it is nevertheless declared and agreed by and between the said Parties to these Presents: And the said *A. B.* doth for himself and his Heirs, Covenant, promise and grant, to and with the said *C. D.* his Heirs, Executors and Administrators, That if the said *C. D.* his Heirs, Executors and Administrators, and every of them, do and shall, well and truly observe, perform, fulfil and pay, and keep all and singular the Covenants, Grants, Articles, Clauses, *Proviso's* and Agreements whatsoever, which on his and their parts and behalfs, are and ought to be observed, performed fulfilled, paid and kept, mentioned and comprized in one Indenture of Grant and Release, bearing even date with these Presents, made or mentioned to be made between, &c. in and by all things, according to the Tenor, real Intent and Effect of the same Indenture: That then the said Recognizance or Writing Obligatory, above-mentioned, shall be utterly void and of none effect, or otherwise the same shall stand and abide in full force and virtue. In witness, &c.

A Special Defeasance of a Judgment.

THIS Indenture, &c. between J. P. of the one part, and A. H. of the other part, witnesseth ; **That whereas** the said A. H. hath given a Warrant, bearing date with these Presents, to acknowledge a Judgment in his Majesty's Court of *King's-Bench* at *Westminster* as of this present *Trinity-Term*, unto the said J. P. for 40 l. of, &c. Nevertheless the said J. P. is contented and agreed, and so doth hereby declare, covenant, promise and agree for himself, his Heirs, Executors and Administrators, and every of them by these Presents ; That if the said A. H. his Heirs, Executors or Administrators, or any of them, shall indemnify, save and keep harmless the said J. P. his Heirs, Executors and Administrators, and every of them, of, from, and against one Obligation given by the said J. P. and A. H. and W. A. or shall deliver up the said Bond or Obligation unto the said J. P. his Heirs, Executors or Administrators, to be cancelled and made void, or otherwise indemnify the said J. P. his Heirs, Executors and Administrators ; That then and upon request, he the said J. P. his Heirs, Executors and Administrators, at the Costs and Charges of the said A. H. his Heirs, Executors and Administrators, shall and will acknowledge Satisfaction upon the said Judgment so as aforesaid, to be entred by virtue of the said Warrant, or if the said Judgment shall not be entred as aforesaid, That then the said J. P. his Heirs, Executors and Administrators, shall deliver up to be cancelled and made void, the said Warrant of Attorney unto the said A. H. his Heirs, Executors or Administrators. **In witness,** &c.

A Defeasance of an absolute Conveyance of Lands, and a Statute thereupon entred into upon payment of a Sum of Money.

THIS Indenture made, &c. between R. W. of, &c. of the one part, and J. L. of, &c. of the other part, witnesseth; **That** whereas the said J. L. standeth bound to the said R. W. in and by one Statute-Merchant, bearing date the, &c. day of, &c. and acknowledged before R. W. Major of the City of T. and Keeper of the greater part of the Seal of the Statutes-Merchant within the said City, and G. H. Esq; Clerk there, and Keeper of the lesser part of the Seal of the Statutes-Merchant, there appointed in the Sum of 300 l. of lawful Money of *England*, payable on the, &c. day of, &c. next ensuing; as in and by the said Statute-Merchant, relation being thereunto had, it doth and may more at large appear. And whereas the said J. L. and E. his Wife, by their Indenture of Bargain and Sale duly executed, bearing date with these Presents, for the Consideration therein mentioned, did grant, bargain, alien, sell, enfeof, release, deliver and confirm unto the said R. W. his Heirs and Assigns, all, &c. except, &c. To have and to hold to the said R. W. his Heirs and Assigns, to the only proper use and behoof of him the said R. his Heirs and Assigns, for ever; as in and by the said recited Indenture, relation being thereunto had, may more at large appear. Yet nevertheless witnesseth these Presents, and it is Covenanted, granted, concluded, conditioned and agreed, by and between the said Parties to these Presents, and every of them; That if the said J. L. his Heirs, Executors, Administrators or Assigns, or any of them, do and shall pay, or cause to be paid unto the said R. W. his Executors, Admi-

Administrators or Assigns, the Sum of, &c. in and upon the, &c. day of, &c. without fraud or further delay; That then as well the said Statute Merchant, as also the said recited Indenture of Bargain and Sale, shall be void, frustrate, and of none effect as to the said R. W. his Heirs, Executors, Administrators and Assigns, and that then and from thenceforth the said R. W. and his Heirs, shall stand and be seised of the granted Premises, with the Appurtenances, to the use of the said J. L. his Heirs and Assigns for ever, and to and for no other use, intent or purpose whatsoever; and that in the interim, until default shall happen of the payment aforesaid in form aforesaid, it shall and may be lawful to and for the said J. L. his Heirs and Assigns, to receive and take, to and for his and their own proper use and uses, the Rents, Issues and Profits of the afore-mentioned Premises; but if default shall happen to be made of or in the payments aforesaid, then as well the Statute Merchant, as also the recited Indenture of Bargain and Sale, and all the Power and Estate thereby given and granted to the said R. W. his Heirs and Assigns, to stand and continue to the only use of him the said R. W. his Heirs and Assigns, for ever in full force, effect and virtue, absolute and without any *Proviso*, Clause, Condition, or Power of Redemption whatsoever. In witness, &c.

A Defeasance of a Recognizance, to pay Money at several days.

THIS Indenture made, &c. between E. B. of, &c. on the one part, and R. S. of, &c. on the other part, witnesseth: **That whereas** the said R. S. by his Recognizance in the nature of a Statute-Merchant, bearing date with these Presents, and acknowledged before J. L. Mayor of the City of L. and Keeper of the greater part of the Seal of the Statutes-Merchant there, and R. G. Esq; Clerk of the Statutes, and Keeper of the lesser part of the same Seal of the same Statutes there acknowledged, and became bound unto the said E. B. in the full Sum of, &c. payable at the Feast-day of the Nativity of St. John Baptist next ensuing after the date of the said Bond of Statute-Merchant; as in and by the said Bond of Statute-Merchant, whereunto relation being had, fully appeareth. Yet nevertheless it is Covenanted, conditioned and agreed, by and between the said Parties to these Presents: And the said E. B. doth hereby agree to and with the said R. S. that if the said R. S. his Heirs, Executors, Administrators or Assigns, or any or either of them, do and shall well and truly satisfy, content and pay, or cause to be well and truly satisfied, contented and paid unto the said E. B. his Executors, Administrators or Assigns, the several Sums of Money herein after-mentioned, at the several days and times herein after-limited and expressed, (that is to say) the full Sum of, &c. of lawful Money of *England*, in and upon the, &c. day of, &c. next ensuing the date of these Presents, the like Sum of, &c. of like Money in and upon the, &c. day of, &c. which shall be in the year of our Lord, &c. the like Sum of, &c. of like lawful Money, in and upon the, &c. day of, &c. and the

the like Sum of, &c. of like lawful Money, in and upon the, &c. day of, &c. and the like Sum of, &c. of like lawful Money, in and upon the Second day of, &c. thence next following; and the full Sum of, &c. of like lawful Money, in and upon the, &c. day of, &c. which shall be in the year of our Lord, &c. without any manner of Fraud or Deceit, and according to the days herein before-mentioned and limited for payment thereof; and according to a certain Indenture of Defeasance of a certain Deed of Bargain and Sale of certain Lands and Tenements, in S. aforesaid, made between the said R. S. of the one part, and the said E. B. on the other part; and which Deed of Defeasance beareth the same date with these Presents: Then the said Bond and Statute-Merchant to be void, or else of force. *In witness, &c.*

The like of a Judgment, with Release of Errors.

THIS Indenture made, &c. between A. N. of, &c. of the one part, and J. S. of, &c. of the other part. *Whereas* the said A. N. hath this present Trinity-Term recovered a Judgment against the said J. S. in the Court of Kings-Bench at Westminster for, &c. Debt, besides Costs of Suit, as by the Records thereof, remaining in the said Court, it doth and may more at large appear. Now this Indenture witnesseth, That the said A. N. doth for himself, his Heirs, Executors and Administrators, Covenant, promise and grant to and with the said J. S. his Heirs, Executors, Administrators and Assigns, and every of them, by these Presents; That if the said J. S. his Heirs, Executors, Administrators and Assigns, or any of them, do and shall well and truly pay, or cause to be paid unto the said A. N. his Executors, Administrators or Assigns, the full Sum of,

of, &c. of lawful Money of *England*, on the, &c. That then he the said *A. N.* his Executors, Administrators and Assigns, shall and will upon reasonable request, and at the Costs and Charges of the said *J. S.* his Executors or Assigns, acknowledge Satisfaction upon Record of and for the said Judgment, and the Debt and Damages thereby recovered; and in the mean time will not take out, or cause to be taken out, any Writ or Writs of Execution upon the said Judgment: And the said *A. N.* for himself, his Heirs, Executors and Administrators, hath remised, released, and for ever quit Claim, and by these Presents doth remise, release, and for ever quit Claim unto the said *J. S.* his Executors, Administrators and Assigns, all and all manner of Action and Actions, and all and every Writ and Writs of Error and Errors whatsoever, for or by reason of the said Judgment, or for or by reason of any Entries or Proceedings thereupon, or relating thereunto. **In witness,** &c.

A Defeasance of a Statute entred into to perform an Award, and Umpirage.

THIS Indenture made, &c. between the Right Honourable *T. Viscount L.* of the one part; and Sir *C. W.* of *K.* in the County of *T.* Baronet, and *C. W.* Esq; Son and Heir apparent of the said Sir *C.* of the other part, witnesseth; **That whereas** the said Sir *C. W.* and *C. W.* Esq; stand bound unto the said *T. Viscount L.* by one Statute, Recognizance, or Bond, bearing date with these Presents, acknowledged before Sir *J. V.* Knight, Lord Chief Justice of the *Common-Pleas* at *Westminster*, in the Sum of Five thousand pounds of lawful Money of *England*, payable, &c. now next ensuing, as thereby appeareth. That yet nevertheless the said *T. Viscount*
L.

L. is contented: And for himself, his Executors and Administrators, and every of them, doth Covenant, grant, promise and agree, to and with the said Sir *C. W.* and *C. W.* their Heirs, Executors, Administrators and Assigns, and every of them; That whereas there is a Suit depending in the High Court of *Chancery*, between the said *T.* Viscount *L.* Lord High-Treasurer of *England*, Plaintiff, and the above-bounden Sir *C. W.* Defendant, for or concerning a Debt of Fifteen hundred pounds, supposed to be due to the said *T.* Viscount *L.* as Executor to Dame *A. C.* his Mother, deceased. If now the said Sir *C. W.* his Executors and Administrators, and every of them, do for his and their part and behalf, well and truly submit, stand to and obey, perform, fulfil and keep the Award, Arbitrament, Order, Decree and Judgment of Sir *J. H.* Knight, and Sir *J. C.* Knight, Arbitrators, indifferently elected, named and chosen, as well on the part of the said Sir *C. W.* as on the part of the said *T.* Viscount *L.* to Arbitrate, Award, Order, Judge and Determine of, for, upon and concerning the said Suit in *Chancery* now depending, and of, or for all other manner of Matters, Suits, Quarrels, Accompts, Reckonings, Claims and Demands whatsoever, now depending in variance betwixt the said Parties, by reason or about, or concerning any Matter, Cause, or Thing whatsoever, had, made, done, or moved or stirred between them before the date hereof, so as the same Award, Arbitrament, Order, Decree, Determination and Judgment of the said Sir *J. H.* and Sir *J. O.* Arbitrators of and upon the Premises, be made and given by them the said Arbitrators in Writing under their Hands and Seals, to each of the said Parties, or to some other Person or Persons, to or for their uses, before the Fourteenth day of *J.*
now

now next ensuing after the date hereof. But if the said Sir J. H. and Sir J. O. Arbitrators, shall not agree to make the said Award within the aforesaid time: If then the said Sir C. W. his Executors, Administrators, and every of them, do for his and their part, well and truly submit, obey, perform, fulfil and keep the Order, Judgment, Decree and Umpirage of the Right Honourable the Lord F. of or concerning the Premises; so as the said Order, Judgment, Decree, and Umpirage of the same, be made under the Hand and Seal of the said Lord F. and be given or notified to each of the said Persons, or to some other Person or Persons, to or for their uses before the, &c. day of F. next ensuing after the date hereof; That then the said Statute-Recognizance or Bond to be void, and of none effect, or else to remain and stand in full force and virtue. **In witness, &c.**

Deed

Deed of Covenant.

Several Manors, Lands and Advowsons, being conveyed as a Security for the Payment of Legacies, with a Proviso to be void upon payment thereof, and by reason of non-payment becoming absolute in Law; and the Executor dying, and Legatee attaining full Age, the Heir of the Executor and Legatee come to an Agreement, whereby several Lands are conveyed in full Satisfaction of the Legacy, with several special Covenants.

[Drawn by Sir A. P.]

THIS Indenture made the, &c. between *Gabriel Ashley* of the City of *New Sarum* in the County of *Wilts*, Gent. *Richard Ashley* of *East Dean* in the County of *Southampton* Gent. Father of the said *Gab. Ashley*, *Roger Pope* of *Sherwill* English in the said County of *Southampton*, Gent. and *John Thornton* and *John Westbeere*, both of the said City of *New Sarum*, Gent. of the one part; and *Hinton Grove*, Son and Heir apparent of *Thomas Grove*, late of *Berden* in the County of *Essex* Esq; deceased, of the other part. **Whereas** by Indenture of Feoffment, bearing date the Eighth day of *March* in the year of our Lord God 1654. made or mentioned to be made between Major *John Grove* of the City of *Westminster* Esq; *James Edwards* of *London* Grocer, Persons nominated in Trust for the said *Thomas Grove*, the said *Thomas Grove* then of *Debden* in the said County of *Southampton* since deceased, Executor of the last Will and Testament of *Gabriel Hultoft*, late of the City of *New Sarum* aforesaid Esq; deceased, of the one part;

part; and the said *Richard Ashley*, *Thomas Hancock*, then of the City of *New Sarum* aforesaid, Gent. and the said *John Westbeere* then of *Fuggleston* in the said County of *Wilts*, Gent. of the other part, and a Fine afterwards duly levied. They the said *John Grove* and *James Edwards*, by and with the Consent and Appointment of the said *Thomas Grove*, for the Considerations therein mentioned, did grant and convey unto the said *Richard Ashley* and *Thomas Hancock*, their Heirs and Assigns, for ever, All that the Manor or Lordship of *Dibden* alias *Dipden* in the said County of *Southampton*, with the Rights, Members and Appurtenances thereof: And all and singular Messuages, Lands, Tenements and Hereditaments whatsoever, in *Dibden* alias *Dipden*, or elsewhere, unto the said Manor or Lordship of *Dibden* alias *Dipden*, belonging or in any wise appertaining: And also the Advowsonship, Donation, Free Disposition and Right of Patronage of the Rectory and Church of *Dibden* alias *Dipden* aforesaid, together with all that Capital Messuage, and 100 Acres of Land, 20 Acres of Meadow, 50 Acres of Pasture, and 15 Acres of Wood, with their Appurtenances, be it more or less, in *Bullisash-Fally*, and *Dibden* alias *Dipden*, or in either of them, in the said County of *Southampton*, then or then late in the Tenure, Use, or Occupation of *John Richards* Clerk, his Assignee or Assigns, (except all such Messuages, Lands and Tenements, late parcel of the said Manor of *Dibden* alias *Dipden*, situate, lying and being in *Dibden* and *Elling* in the said County of *Southampton*; as by three several Indentures of Bargain and Sale, bearing all date the 20th day of *January*, in the 17th year of the Reign of the late King *Charles*, made between Dame *Rachel Croke* and *John Croke*, on the one part; and *Charles Croke*, one of the younger Sons of the said Dame *Rachel Croke*, and Brother of *John Croke*, on the other part; were for the several Considerations of 800 l. 579 l. and 277 l. granted

granted and conveyed unto the said *Charles Croke*, and his Heirs and Assigns for ever :) And moreover the said *Thomas Grove* for the Considerations in the said Indenture mentioned, did therein and thereby in like manner, further grant and convey unto the said *Richard Ashley* and *Thomas Hancock*, their Heirs and Assigns, all that his Manor or reputed Manor of *Rushton*, *Stockford* and *Beninger* alias *Beniger*, with all the Rights, Members and Appurtenances thereof in the County of *Dorset*, and which were then lately had or purchased of *James* Earl of *Suffolk*, Sir *Edward Sawyer* Kt. and *Lawrence Whitacre* Esq; or some or one of them : And all and singular the Messuages, Lands, Tenements and Hereditaments thereunto belonging, or in any wise appertaining : And also all that his Messuage or Tenement, with the Appurtenances lying in *Boddenham* in the said County of *Wilts*, then or then late in the Tenure, Use or Occupation of one *John Clerke*, or his Assignee or Assigns, for and during the Life of *Ann* his then Wife : And all Lands, Meadows, Pastures and Hereditaments whatsoever, to the same last-mentioned Messuage, Tenement and Premises belonging or appertaining, or therewithal usually had, held, occupied and enjoyed, situate, lying and being in *Boddenham* aforesaid, in the said County of *Wilts* ; To have and to hold the said Manor of *Dibden* alias *Dipden*, and *Rushton*, *Stockford* and *Beniger* alias *Beninger*, and the said Messuage and Tenement in *Boddenham*, to them the said *Richard Ashley* and *Thomas Hancock*, their Heirs and Assigns, unto the sole and only proper use and behoof of them, their Heirs and Assigns, and to no other use, intent or purpose whatsoever : But in trust notwithstanding, and for the respective benefit of the said *Gabriel Ashley* and *Elizabeth Ashley*, since deceased, Son and Daughter of the said *Richard Ashley*, and for the securing to them such Legacies as are bequeathed to them by their Grandfather the

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said

saide *Gabriel Hulstoft* deceased : With a *Proviso* or Condition contained to this effect, That if the saide *Thomas Grove*, his Heirs, Executors, Administrators or Assigns, should well and truly pay or cause to be paid unto the saide *Gabriel Ashley* and *Elizabeth Ashly*, the severall Sums of Money thereafter particularly mentioned, and in manner as is there-under expressed, for the respective Maintenance of the saide *Gabriel Ashley* and *Elizabeth Ashley*, until their respective Ages of 21 years, or days of Marriage: And unto the saide *Gabriel Ashley*, at his Age of 21 years, or day of Marriage, which of them should first happen, the entire Sum of 5500 *l.* of lawfull English Money: And unto the saide *Elizabeth Ashley*, at her Age of 21 years, or day of Marriage, which should first happen, the Sum of 500 *l.* of like Money; the saide last-mentioned Sums being the Legacies unto them the saide *Gabriel* and *Elizabeth*, bequeathed by the saide Will and Testament of their late Grandfather the saide *Gabriel Hulstoft*; That then and from thenceforth upon payment of the respective Sums of Money unto the saide *Gabriel* and *Elizabeth*, in manner and form therein expressed, the saide Grant and Conveyance of the saide Manors, Lands and Premisses, and the Assignments of the Statutes there-under and hereafter-mentioned, made to the saide *John Westbeere*, Party to the saide recited Indenture, should be utterly void, and of none effect: But in default aforesaid to be made, then the saide recited Conveyance, and every Grant and Assignment therein contained, should all stand in full force and virtue, with other contingent Trusts therein contained, becoming now altogether of none effect: And it was agreed by and between every of the Parties to the saide recited Indenture, And the saide *Thomas Grove* did thereby covenant and agree, that two Statutes, Recognizances, or Writings Obligatory in the nature of Statute-Staple: The one of 3000 *l.* bearing date
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the 20th day of *June* in the 18th year of the Reign of the late King *Charles* the First, and the other of 2500 *l.* bearing date the 18th day of *November* in the 22d year of the Reign of the said late King *Charles*, acknowledged by *John Croke* of *Paynes-Place* in the Parish of *Motcombe* in the County of *Dorset* Esq; since Sir *John Croke* Kt. unto the said *Gabriel Hulstoft*, whose Executor the said *Thomas Grove* was, and the whole benefit of the same as unto the Manors, Lands and Tenements, in the said County of *Southampton*, should redound and be to and for the use and benefit of the said *Richard Ashley* and *Thomas Hancock*, their Heirs and Assigns, for the better perfecting and securing of the Manor of *Dibden* alias *Dipden*, and the Lands and Premises thereunto belonging, under the *Proviso* and Condition aforesaid, from Mortgages and other Incumbrances: And to that purpose, and for the Reasons and Considerations in the said recited Indenture, he the said *Thomas Grove* did therein and thereby grant and assign over unto the said *John Westbeere*, by the direction of the said *Richard Ashley* and *Thomas Hancock*, both the same before mentioned Statutes or Recognizances: And all the said Manors and Hereditaments in the said County of *Southampton*, and all the Estates, Right, Title, Interest and Interests, Term, Property, Claim and Demand whatsoever, which the said *Thomas Grove* then had, or of Right might or ought to claim or challenge of, in, to or concerning the said Manor, Hereditaments, and other the Premises in the said County of *Southampton*, by virtue or means of any Extent or Extents, Liberate or Execution already had, or executed by, upon, or by means or reason of the same Statutes, or either of them, or by any other ways or means whatsoever, and until failure of due payment of the respective Sums respectively in the said Indenture mentioned: The said *John Grove*, *James Edwards* and *Thomas Grove*, ac-

according to their respective Interests and Estates, were to receive the Annual Rents, Issues and Profits of the Premises; as in and by the said recited Indenture, amongst several other Covenants and Clauses therein contained, relation being thereunto had, may more at large appear. And whereas the said *Gabriel Ashley* hath since attained his said Age of 21 years, and the said *Elizabeth Ashley* did likewise attain her said Age of 21 years, and after died, she having first made her last Will and Testament in writing, and thereof constituted and appointed the said *Richard Ashley*, her Father, Executor thereof, who hath since her death duly proved her said Will, and took upon him the Burthen and Execution thereof. And whereas the said Legacies of 5500 *l.* to the said *Gabriel Ashley*, and the 500 *l.* to the said *Elizabeth Ashley*, being not paid to the said *Thomas Grove* in his life-time, nor at any time since, according to the *Proviso* or Condition in the said recited Indenture, the Estates and Interests in Law granted of and in the said Manors, Lands and Premises as aforesaid, are also become absolute. And whereas the said Sir *John Croke* did by his Indenture, bearing date the 25th day of *May* in the year of our Lord 1649. for the Consideration of a 1000 *l.* of lawful English Money therein mentioned, grant the Manor of *Dibden* alias *Dipden*, and Premises in the said County of *Southampton*, by way of Mortgage, unto *Jane Meller* and *Grace Meller*, Daughters of Sir *John Meller* of *Little Bredy* in the said County of *Dorset*, Kt. And which said Mortgage-Deed is mentioned in the Deed of Purchase of the said Manor and Premises, in the said County of *Southampton*; and whereof the said *Thomas Grove* had also notice at the time of his first purchasing thereof in the names of them the said *John Grove* and *James Edwards*: And whereas several Suits and Differences hapned in Law, and in Chancery, between *William Churchill* of *Maston* in the said

saïd County of *Dorset* Gent. and the saïd *Grace* Daughter of the saïd *Sir John Meller*, and become Wife of the saïd *William Churchill*, and who claimed the whole Interest of the saïd Mortgage, and the saïd *Thomas Grove*. And whereas by Indenture Tripartite, bearing date the 15th day of *June* in the year of our Lord 1668. made or mentioned to be made between the saïd *William Churchill* and *Grace* his Wife, of the one part; the saïd *Roger Pope* and *John Thornton*, of the second part; and the saïd *Thomas Grove*, of the third part. They the saïd *William Churchill* and *Grace* his Wife, for and in consideration of the Sum of 700 *l.* of lawful English Money therein mentioned to be paid to him the saïd *William Churchill* by the saïd *Roger Pope* and *John Thornton*, before the sealing and delivery thereof: And for the ending of all Suits and Differences whatsoever, either in Law or Chancery, between the saïd *Thomas Grove* and *William Churchill*, and *Grace* his Wife, and other good Considerations therein mentioned, did grant and assign over by the Direction and Appointment of the saïd *Thomas Grove*, unto the saïd *Roger Pope* and *John Thornton*, their Executors, Administrators and Assigns, All that the saïd Manor of *Dibden* alias *Dipden*, with all the Rights, Members and Appurtenances thereof: And the Advowson of the Parish Church of *Dibden* aforesaid; and also the saïd Capital Messuage, 20 Acres of Meadow, 150 Acres of Pasture, and 15 Acres of Wood, with the Appurtenances in *Buttish Falley* and *Dibden* aforesaid: And all Lands, Tenements, Profits, Commodities and Hereditaments whatsoever, to the saïd Manor, Advowson, Capital Messuages and Premises, and to every and either of them belonging and appertaining for and during all the rest and residue of the Term of 99 years then to come and unexpired by the saïd Indenture, bearing date the 25th day of *May* in the year of our Lord Christ 1649. granted by way of Mortgage, and then

cording to their respective Interests and Estates, were to receive the Annual Rents, Issues and Profits of the Premises; as in and by the said recited Indenture, amongst several other Covenants and Clauses therein contained, relation being thereunto had, may more at large appear. And whereas the said *Gabriel Ashley* hath since attained his said Age of 21 years, and the said *Elizabeth Ashley* did likewise attain her said Age of 21 years, and after died, she having first made her last Will and Testament in writing, and thereof constituted and appointed the said *Richard Ashley*, her Father, Executor thereof, who hath since her death duly proved her said Will, and took upon him the Burthen and Execution thereof. And whereas the said Legacies of 5500 *l.* to the said *Gabriel Ashley*, and the 500 *l.* to the said *Elizabeth Ashley*, being not paid to the said *Thomas Grove* in his life-time, nor at any time since, according to the *Proviso* or Condition in the said recited Indenture, the Estates and Interests in Law granted of and in the said Manors, Lands and Premises as aforesaid, are also become absolute. And whereas the said Sir *John Croke* did by his Indenture, bearing date the 25th day of *May* in the year of our Lord 1649. for the Consideration of a 1000 *l.* of lawful English Money therein mentioned, grant the Manor of *Dibden* alias *Dipden*, and Premises in the said County of *Southampton*, by way of Mortgage, unto *Jane Meller* and *Grace Meller*, Daughters of Sir *John Meller* of *Little Bredy* in the said County of *Dorset*, Kt. And which said Mortgage-Deed is mentioned in the Deed of Purchase of the said Manor and Premises, in the said County of *Southampton*; and whereof the said *Thomas Grove* had also notice at the time of his first purchasing thereof in the names of them the said *John Grove* and *James Edwards*: And whereas several Suits and Differences hapned in Law, and in Chancery, between *William Churchill* of *Maston* in the said

saïd County of *Dorset* Gent. and the saïd *Grace* Daughter of the saïd Sir *John Meller*, and become Wife of the saïd *William Churchill*, and who claimed the whole Interest of the saïd Mortgage, and the saïd *Thomas Grove*. And whereas by Indenture *Tripartite*, bearing date the 15th day of *June* in the year of our Lord 1668. made or mentioned to be made between the saïd *William Churchill* and *Grace* his Wife, of the one part; the saïd *Roger Pope* and *John Thornton*, of the second part; and the saïd *Thomas Grove*, of the third part. They the saïd *William Churchill* and *Grace* his Wife, for and in consideration of the Sum of 700 l. of lawful English Money therein mentioned to be paid to him the saïd *William Churchill* by the saïd *Roger Pope* and *John Thornton*, before the sealing and delivery thereof: And for the ending of all Suits and Differences whatsoever, either in Law or Chancery, between the saïd *Thomas Grove* and *William Churchill*, and *Grace* his Wife, and other good Considerations therein mentioned, did grant and assign over by the Direction and Appointment of the saïd *Thomas Grove*, unto the saïd *Roger Pope* and *John Thornton*, their Executors, Administrators and Assigns, All that the saïd Manor of *Dibden* alias *Dipden*, with all the Rights, Members and Appurtenances thereof: And the Advowson of the Parish Church of *Dibden* aforesaid; and also the saïd Capital Messuage, 20 Acres of Meadow, 150 Acres of Pasture, and 15 Acres of Wood, with the Appurtenances in *Buttisham Falley* and *Dibden* aforesaid: And all Lands, Tenements, Profits, Commodities and Hereditaments whatsoever, to the saïd Manor, Advowson, Capital Messuages and Premises, and to every and either of them belonging and appertaining for and during all the rest and residue of the Term of 99 years then to come and unexpired by the saïd Indenture, bearing date the 25th day of *May* in the year of our Lord Christ 1649. granted by way of Mortgage, and then

long since forfeited by the said Sir *John Croke*, unto the said *Jane Meller* and *Grace Churchill*, as aforesaid, In which said Indenture of Assignment to the said *Roger Pope*, and *John Thornton*, it is (amongst other things) provided and declared by and between all the said Parties thereunto; and therein is contained a Covenant on the behalf of the said *Thomas Grove*, whereby he should for himself, his Heirs, Executors and Assigns, covenant and grant to and with the said *William Churchill*, his Executors and Administrators, by these Presents, That such Estate and Estates as had been heretofore made and granted by the said *William Churchill*, for and in the said Premises, thereby granted or assigned, or any part or parcel thereof, by Copy of Court-Roll, according to the Custom of the said Manor of *Dibden* alias *Dipden*: And by Lease of such of the said Lands and Premises as had been then before usually demised and granted, and which were particularly mentioned and expressed in a Schedule or Inventory thereunto annexed, should and might be peaceably and quietly held and enjoyed, according to the Purport, true Intent and Meaning of the said several and respective Copies and Leases, and according to the several and respective Estates, Terms and Interest therein then to come and unexpired: And it is also therein expressed that the said *Thomas Grove* and *William Churchill*, did thereby mutually covenant, promise and agree, for themselves each with the other, and for their several Executors and Administrators, That he the said *Thomas Grove* should and would bear all his own Costs and Charges at Common Law and in *Chancery*: And that he the said *William Churchill* should and would bear all his own Costs and Charges at Common Law and in *Chancery*: And that neither the said *Thomas Grove*, nor the said *William Churchill*, should thereafter molest, sue, prosecute or trouble each other for or concerning any Costs or
Charges

Charges which they, or either of them might or could have or recover by reason of any Suits or Actions prosecuted or defended by either of them, concerning the said Manor of *Dibden* and Premises therein contained, which were claimed by the said *William Churchill*, under the said Mortgage, assigned as aforesaid; and by the said *Thomas Grove* by a Purchase from the said *Sir J. Croke*; as in and by the said recited Indenture of Assignment, and several Recitals therein, relation being thereunto had, more at large it doth and may appear. And which said recited Indenture of Assignment was duly executed by the said *William Churchill* and *Grace* his Wife: And whereas the said *Thomas Grove* having perused and advised upon the said Indenture of Assignment, did approve thereof, and likewise agree, promise and undertake to and with the said *William Churchill*, some time before his the said *William Churchill's* executing the said Indenture of Assignment, that he the said *Thomas Grove* should and would in some convenient time after the said Assignment should be executed by the said *William Churchill*, seal and deliver a Counterpart of the said Indenture of Assignment, unto or for the use of the said *William Churchill*, the same being not then ready engrossed, which the said *Thomas Grove* hath not any time since done or performed: And whereas the said Sum of 700 l. the Consideration-Money mentioned in the said Indenture of Assignment, was not then at the executing thereof, nor was the same until the 13th day of *October* in the year of our Lord 1668. paid or secured to be paid by them the said *Roger Pope* and *John Thornton*, or either of them, or otherwise howsoever, unto or for the said *William Churchill*: And which said Sum of 700 l. was intended to have been paid unto the said *William Churchill* out of a Sum of 1200 l. then remaining in the hands of *William Manyell* of *London* Goldsmith, which was deposited with him partly to

purchase the Interest of the said *William Churchill*, of and in the said Premisses, but the same could not be gotten or obtained out of the hands of the said *Will. Manyell*, and thereupon the said Indenture of Assignment was to remain in the hands of the said *William Churchill*, until the said 700 l. and Interest therefore from the said 15th of *June* 1668. should in some convenient time after be paid according to agreement. And whereas the said *Gabriel Ashley* for the making good the said Agreement on the part of the said *Thomas Grove*, with the said *William Churchill*, until the said Monies should be had out of the hands of the said *William Manyell*, and for the taking in of the said Incumbrance for the strengthening of his said Security, did the said 13th day of *October* 1668. pay unto the said *William Churchill* the said Sum of 700 l. and the Sum of 14 l. for the Interest thereof: And the said *Gabriel Ashley* did then by Indenture of the same date, in consideration of the Premisses, and in respect that the said *Thomas Grove* had not then executed any Counterpart of the said recited Indenture of Assignment, as aforesaid, Covenant, promise and grant, to and with the said *William Churchill*, That he the said *Thomas Grove* (being then living) should sign, seal and deliver, as his Act and Deed, and in due form of Law, a Counterpart of the said Indenture of Assignment, unto or for the use of the said *William Churchill*, or else in default thereof, and until the same Counterpart should or might be so executed by the said *Thomas Grove* unto the said *William Churchill*, as aforesaid: He the said *Gabriel Ashley*, his Heirs, Executors or Administrators, should and would, well and sufficiently save, defend, keep harmless and indemnified, the said *William Churchill*, his Heirs, Executors and Administrators, and every of them, of and from all Costs and Charges at Common Law, and in Chancery, which he the said *Thomas Grove* might or could have or recover against the said *Will. Churchill*,

Churchill, his Heirs, Executors or Administrators, by reason of any Suit or Action prosecuted or defended by the said *William Churchill*, against the said *Thomas Grove*, concerning the said Manor of *Dibden* and Premises in the said recited Indenture of Assignment contained. And the said *Gabriel Ashley* did thereby further Covenant, promise and grant, to and with the said *William Churchill*, that such Estate and Estates as had been heretofore made and granted by the said *William Churchill*, of and in the said Premises, or any part or parcel thereof, by Copy of Court-Roll, according to the Custom of the said Manor of *Dibden*, and by Lease of such of the said Lands and Premises as had been heretofore usually demised and granted, and which are particularly mentioned and expressed in the said Schedule or Inventory of Estates annexed to the Indenture of Assignment, should and might be peaceably and quietly held and enjoyed, according to the Purport, Intent and Meaning of the said several and respective Copies and Leases, and according to the several and respective Estates, Terms and Interests therein then to come and unexpired; as in and by the said recited Indenture, relation being thereunto had, may more at large appear. And whereas there hath been a Suit commenced in the High and Honourable Court of *Chancery* by the said *Hulstoft Grove* Plaintiff, against the said *Gabriel Ashley*, *Richard Ashley*, and *Thomas Grove* deceased, and *William Banfon* Gent. who is married to *Mary* one of the Daughters of the said *Thomas Grove*, and Sister of the said *Hulstoft Grove*, Defendants, concerning the said Manors, Lands and Premises, and other Matters in relation to the Will of the said *Gabriel Hulstoft* deceased. And whereas for the ending and composing of all matters and things in difference between the said *Hulstoft Grove*, and *Gabriel Ashley* and *Richard Ashley*, in relation to the Premises; It is, amongst other things, concluded

concluded and agreed between them, that the said *Hulstoft Grove* shall pay unto the said *Gabriel Ashley*, the Sum of 1950 *l.* in manner herein after expressed: Which said Sum, together with the said Sum of 1200 *l.* formerly in the hands of *William Manyell*, and the Interest thereof, which is now paid by him unto the said *Gabriel Ashley* or his Trustees, and the Rectory or Parsonage of *Ripley* alias *Sopley* in the said County of *Southampton*, already conveyed unto the said *Gabriel Ashley*; and the mean Profits thereof received, is intended to be unto the said *Gabriel Ashley*, in lieu and full Satisfaction of the said Legacy of 5500 *l.* given unto him, and also of the said other Legacy of 500 *l.* given unto the said *Elizabeth* his Sister deceased: And that upon the payment of the Sum of 1950 *l.* as is hereafter expressed, the said *Hulstoft Grove* shall and may have the Redemption of the Premises. Now this Indenture witnesseth, That it is Covenanted, concluded and agreed by and between all the said Parties to these Presents, in manner and form following: And first, the said *Hulstoft Grove*, for and in consideration of the Covenants and Agreements herein after-mentioned, on the part and behalf of the said *Gabriel Ashley*, *Richard Ashley*, *Roger Pope*, *John Thornton* and *John Westbeere*, respectively, doth for himself, his Heirs, Executors and Administrators, and for every of them, Covenant, promise and grant, to and with the said *Gabriel Ashley*, his Executors and Administrators, by these Presents, That he the said *Hulstoft Grove*, his Heirs, Executors, Administrators or Assigns, shall and will, well and truly pay, or cause to be paid, unto the said *Gabriel Ashley*, his Executors, Administrators or Assigns, the said Sum of 1950 *l.* of lawful English Money, on or upon, &c. at or in, &c. at one whole and entire payment, according to the Purport, true Intent and Meaning of these Presents. And further also, that in case he the said *Hulstoft Grove*, his Heirs, Executors, Admi-

Administrators and Assigns, and every of them, do and shall fail to make payment of the said Sum of 1950 *l.* or any part thereof, at the time and place, and in manner aforesaid; That then he the said *Hulstoft Grove*, his Heirs, Executors and Assigns, and all and every Person and Persons whatsoever, having or claiming to have, any lawful Right, Title or Interest, or Equity of Redemption, of, in, or to the said Manors, Lands and Premises, or any part or parcel of them, or any or either of them, from, by, or under the said *Hulstoft Grove*, or the said *Thomas Grove* deceased, shall and will from time to time, and at all times, from and after such default of payment, for and during the space of 10 years thence next ensuing, upon the reasonable request, and at the proper Costs and Charges in the Law of the said *Gabriel Ashley*, his Heirs, Executors or Assigns, make, do, acknowledge and execute, or cause to be made, done, acknowledged or executed, such further and other lawful and reasonable Act or Acts, Thing or Things, Devise or Assurance in the law whatsoever, for the further and more better assuring and conveying of the said Manors, Lands and Premises, and every part and parcel thereof, unto the said *Gabriel Ashley*, *Richard Ashley*, *Roger Pope*, *John Thornton* and *John Westbeere*, or unto some or one of them, free from all Equity and Benefit of Redemption, as by the said *Gabriel Ashley*, his Heirs or Assigns, or by his or their Council Learned in the Law, shall be reasonably devised or advised, and required: And the said *Hulstoft Grove*, for himself, his Heirs, Executors and Administrators, and for every of them, doth further Covenant, promise and grant, to and with the said *Gabriel Ashley*, his Heirs, Executors and Administrators, by these Presents, That in respect the said *Thomas Grove*, his late Father deceased, did not in his life-time seal and execute any Counterpart of the said recited Indenture of Assignment, according
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to his Agreement, Promise and Undertaking, unto the said *William Churchill*, as aforesaid; That he the said *Hulstoft Grove* shall and will, by and before the, &c. next ensuing the date of these Presents, seal and deliver as his Act and Deed, in due form of Law, unto or for the use of the said *William Churchill*, such Counterpart of the said recited Indenture of Assignment, made by the said *William Churchill* and *Grace* his Wife, unto the said *Roger Pope* and *John Thornton*, as the said *Thomas Grove* his Father should have done, with any Indorsements to be thereon written, or other Deed or Writing, containing such Covenants and Agreements on the part and behalf of the said *Hulstoft Grove*, his Executors and Assigns, as are mentioned and contained in the said recited Indenture of Assignment, on the part and behalf of the said *Thomas Grove*, his Heirs, Executors and Assigns, as shall by the Council of the said *Gabriel Ashley*, his Heirs, or Assigns, or of the said *William Churchill*, his Executors or Administrators, be advised or required. And further also, the said *Hulstoft Grove* doth Covenant, promise and grant as aforesaid, that such Estate and Estates as have been heretofore made and granted by the said *William Churchill*, of and in the said Premises, granted or assigned by him and the said *Grace* his Wife, unto the said *Roger Pope* and *John Thornton*, or any part or parcel thereof by Copy of Court-Roll, according to the Custom of the said Manor of *Dibden*, and by Lease of such of the said Lands and Premises as have been heretofore usually demised and granted, and which are particularly mentioned and expressed in the said Schedule or Inventory of Estates annexed unto the said recited Indenture of Assignment, and likewise one other Estate made by Copy of Court Roll, unto *James Bredby*, whereon a Fine of 22 l. was received by the said *William Churchill*, shall and may

may be peaceably and quietly held and enjoyed, according to the Purport, true Intent and Meaning of the said several and respective Copies and Leases, and according to the several and respective Estates, Terms and Interest therein yet to come and unexpired. And further also, that he the said *Hulstoft Grove*, his Heirs, Executors and Administrators, shall and will well and sufficiently save, defend, keep harmless and indemnified, the said *Gabriel Ashley*, his Heirs, Executors and Administrators, and every of them, of and from all Costs and Charges at Common Law and in *Chancery*, which he the said *William Churchill* may or can have or recover against the said *Gabriel Ashley*, his Heirs, Executors or Administrators, by reason of any Suit or Action prosecuted or defended by the said *William Churchill*, against the said *Thomas Grove* concerning the said Manor of *Dibden*, and Premises in the said recited Indenture of Assignment contained, or for or by reason of his the said *Gabriel Ashley's* Covenants, Agreements or Undertakings, for and on the part and behalf of the said *Thomas Grove*; That he the said *Thomas Grove* should seal and execute such Counterpart of the said recited Indenture of Assignment as aforesaid, or otherwise howsoever in the said Deed dated the said 13th day of *October* 1668. mentioned or contained: And likewise well and sufficiently to save, defend, keep harmless and indemnified, the said *Gabriel Ashley*, his Heirs, Executors and Administrators, and every of them, of and from all Actions, Costs, Suits, Damages, Sums of Money and Expences whatsoever, which he or they, or either of them, shall or may at any times hereafter be put unto, sustain, undergo or pay for, or by reason of any Suit already begun, or at any time hereafter to be commenced,

or

or prosecuted by the said *James Banfon*, either at Common Law or in Chancery, any ways for or in relation to the Premises, or for or by reason of any Order, Decree or Judgment in any of his Majesty's Courts at *Westminster*, had or to be had or obtained by the said *Banfon*, against the said *Gabriel Ashley* alone, or with any other Person or Persons, any ways for or in relation to any Legacy given or bequeathed by the said *Gabriel Ashley*, unto now Wife of the said *Banfon*, or for or by reason of any Security given by the said *Thomas Grove* to him the said *Banfon*, for or concerning the payment of his said Wife's Legacy or Portion, or otherwise howsoever in relation to the Premises. And the said *Gabriel Ashley*, *Roger Pope*, *John Thornton* and *John Westbeere*, for and in consideration of the Premises, and of the Covenants and Agreements on the part and behalf of the said *Hulstoft Grove*, do for themselves severally and respectively, and for their several and respective Heirs, Executors and Administrators, and not jointly, one for another, or for the Heirs, Executors or Administrators of one another, but for himself apart, Covenant, promise, and grant to and with the said *Hulstoft Grove*, his Heirs, Executors and Administrators, by these Presents; That they the said *Gabriel Ashley*, *Roger Pope*, *John Thornton* and *John Westbeere*, shall and will upon the payment of the said Sum of 1950 l. of lawful English Money, by him the said *Hulstoft Grove*, or his Assigns, unto the said *Gabriel Ashley*, his Executors, Administrators or Assigns, on or upon, &c. at the place of payment aforesaid, at the proper Costs and Charges in the Law of the said *Hulstoft Grove*, his Heirs or Assigns, by such good and sufficient Conveyance and Assurance in the Law, as the Council of the said *Hulstoft Grove* shall

shall purpose and direct, grant, convey and assign over unto the said *Hulstoft Grove*, his Heirs, Executors and Assigns, or unto any other Person or Persons in trust for him or them, or otherwise as he and they shall direct and appoint, All and singular their respective Estates and Interests in the said Manors, Messuages, Advowsons, Lands, Tenements, Hereditaments and Premises, with their and every of their Rights, Members and Appurtenances: And all Title, Trust, Property, Claim and Demand whatsoever of the said *Gabriel Ashley*, *Richard Ashley*, *Roger Pope*, *John Thornton* and *John Westbeere*, and every and either of them respectively, of, in, and unto the said Manors, Lands and Premises, by virtue of the said recited Indentures and Statutes, or any or either of them, with Covenants therein respectively, for them the said *Gabriel Ashley*, *Richard Ashley*, *Roger Pope* and *John Thornton*; That the said Manors, Lands and Premises shall be quietly held and enjoyed by the said *Hulstoft Grove*, his Heirs or Assigns, or such Person or Persons to whom the same shall be granted and conveyed, free from all Incumbrances committed or done by them the said *Gabriel Ashley*, &c. respectively, or any other Person or Persons claiming by or under them respectively: And the said *Gabriel Ashley*, for himself, his Heirs, Executors and Administrators, doth further Covenant, promise and grant, to and with the said *Hulstoft Grove*, his Heirs, Executors and Assigns, by these Presents, That neither he the said *Gabriel Ashley*, nor the said *Richard Ashley*, *Roger*, &c. or any or either of them, or the said *Thomas Hancock* deceased, or any other Person or Persons whatsoever, by or for their or any or either of their Use, Order, Directions or Appointment, have or hath at any time heretofore had or received to their,
or

or any or either of their Use or Benefit, or otherwise howsoever any Rents, Issues or Profits, Sum or Sums of Money, or other Benefit or Advantage out of, by or from the said Manors, Lands and Premisses, or any part or parcel thereof, except only the Sum of 10 *l.* or thereabouts, of lawful English Money, which is to be detained: And further also, That in case he the said *Hulstoft Grove*, his Heirs, Executors or Assigns, shall at any time within the space of, &c. make appear that they the said *Gabriel Ashley, Richard, &c.* or any, or either of them, or any other Person or Persons, by their or any, or either of their Order, Direction or Consent, have or hath made or raised of and within the said Manors, Lands and Premisses, by any Ways or Means howsoever, any more, or other Sum or Sums of Money, over and besides the said Sum of 10 *l.* or the value so received, as aforesaid; That then and in such case, he the said *Gabriel Ashley*, his Heirs, Executors, Administrators and Assigns, shall and will, upon request to him or them made, well and truly pay or cause to be paid unto the said *Hulstoft Grove*, his Executors, Administrators and Assigns, all and every such other Sum and Sums of Money as shall be made appear to be made and raised, or received by them the said *Gabriel Ashley, Richard, &c.* or by any or either of them, or by any other Person or Persons, by their or either of their Order as aforesaid, over and besides the said 10 *l.* or the value as aforesaid. In witness, &c.



Grants.

Grants.

To the Steward of a Court for Life.

TO all Christian People to whom these Presents shall come, I T.S. of, &c. send Greeting: Know ye that I the said T. S. for divers good Causes and Considerations me thereunto especially moving, have given, granted, and by these Presents do give and grant unto T.C. of, &c. Gent. the Office of Steward or Stewardship, and the keeping or Office of keeping all and all manner of Courts Leet, Courts Baron, and view of Frankpledge, of, or for the Manors or Lordships of E. D. and A. in the County of, &c. and every of them: And I do hereby make, ordain, constitute and appoint the said T. C. my chief and sole Steward of all and singular my Courts of view of Frankpledge, Courts Baron and Courts Leet, with the Manors or Lordships aforesaid; To have, hold, exercise, occupy, and enjoy the Office of Steward and Stewardship, and the holding and keeping of all manner of Courts, usually held or kept within the said Manors or Lordships, and every of them, together with all manner of Fees, Perquisites, Profits, Wages, Rewards and Advantages whatsoever, to the said Office of Steward or Stewardship belonging or appertaining, or usually heretofore accustomed, and used to be paid to, and received by the Steward or Stewards thereof for the time being, or for or by reason of the said Office unto the said T.C. by himself, or by his sufficient Deputy or Deputies, for and during the Term of the Natural Life of the said J. T.

In witness, &c.

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of

Of the next Presentation to a Church.

THIS Indenture made, &c. between *J. B.* of, &c. of the one part; and *H. P.* and *E. M.* of, &c. of the other part, witnesseth; That the said *J. B.* for and in consideration of a certain Sum of lawful Money of *England*, to him in hand paid by the said *H. P.* and *E. M.* at and before the enfealing and delivery of these Presents, whereof the said *J. B.* doth hereby acknowledge the Receipt, as also for divers good and valuable Causes and Considerations him the said *J. B.* thereunto especially moving, hath given, granted, bargained, sold, assured and confirmed, and by these Presents doth give, grant, sell, assure, and confirm unto the said *H. P.* and *E. M.* their Executors, Administrators and Assigns, the next Advowson, Presentation, Donation, and free Disposition of the Rectory or Parsonage of the Church of *K.* in the County of *L.* which shall happen to become void by the Death, Cessation, Deprivation or Resignation of *W. H.* Clerk, now or late Incumbent of the said Church, or by any other ways or means whatsoever; To have and to hold the said next Advowson, Presentation, Donation and free Disposition aforesaid, to them the said *H. P.* and *E. M.* or to the Survivor of them, or the Executors, Administrators or Assigns of such Survivor, to present one fit and able Person to the said Church and Rectory of *K.* aforesaid, whensoever it shall chance, happen, or be next void, as aforesaid, to officiate in the said Church, and to take the Rents and Profits of the said Rectory or Parsonage: And the said *J. B.* for himself, his Heirs, Executors, Administrators and Assigns, and every of them doth covenant, grant and agree, to and with the said *H. P.* and *E. M.* and either of them, their and either of their Executors, Admini-

Administrators and Assigns, and every of them by these Presents, in manner and form following; (that is to say) That he the said *J. B.* his Heirs, Executors, Administrators and Assigns, shall and will at any time and times hereafter, upon reasonable request to be made to him or them, by them the said *H. P.* and *E. M.* or either of them, their or either of their Executors, Administrators or Assigns, or any of them, or upon notice in writing, to be left at the most usual place of Residence of the said *J. B.* his Heirs, Executors, Administrators or Assigns, or any of them, shew forth and produce before any Judge or Judges, or before any other Person or Persons whatsoever, in any Court or Courts, Place or Places whatsoever, for the better clearing, confirming and assuring of the said next Advowson, Presentation, Donation and free Disposition of the said Rectory or Parsonage, unto them the said *H. P.* and *E. M.* their Executors, Administrators and Assigns, or for the Recovery of the same, all such Writings, Charters, Deeds and Evidences whatsoever concerning the Advowson of the Church of *K.* aforesaid, as the said *J. B.* his Executors, Administrators and Assigns, or any of them now have, or at any time or times hereafter shall have in his, their or any of their Custodies or Possessions, or may come by without Suit in Law: And also that the said *J. B.* now at the time of the ensealing and delivery of these present Indentures, is lawfully and rightfully seised of the next Advowson of the Rectory or Parsonage of *K.* aforesaid, as of a good, sure, perfect, absolute and indefeasible Estate of Inheritance in Fee-simple, without any Reversion or Remainder in the King's Majesty, or otherwise: And also that the said *J. B.* now at the time of the ensealing and delivery of these present Indentures, hath good Right, full Power, and lawful and absolute Authority, to give, grant, bargain, sell, assure and confirm the said next Advow-

son, Presentation, Donation, and free Disposition of the said Rectory or Parsonage of the said Church of *K.* aforesaid, unto the said *H. P.* and *E. M.* their Executors, Administrators and Assigns, in manner and form aforesaid: And also that it shall and may be lawful unto, and for the said *H. P.* and *E. M.* and either of them, their and either of their Executors, Administrators and Assigns, or any of them, to present one fit Parson or Clerk to the next Avoidance of the Church of *K.* aforesaid, whensoever the Church shall happen to be next void by any ways or means whatsoever; The which said Parson or Clerk by virtue and means of the said Presentation, shall be admitted and inducted to the said Church or Rectory of *K.* aforesaid: And also that they the said *H. P.* and *E. M.* and either of them, their Executors, Administrators and Assigns, and every or any of them, shall or lawfully may from time to time, and at all times hereafter peaceably and quietly have, hold, use, occupy, possess, and enjoy the said next Advowson, or next Avoidance of the said Rectory or Church of *K.* aforesaid, without the Lett, Suit, Trouble, Molestation, Interruption, Eviction, Disturbance or Denial of him the said *J. B.* his Heirs, Executors, Administrators and Assigns, or any of them, or of the King's Majesty, his Heirs or Successors, or of any other Person or Persons whatsoever, now or at any time or times hereafter lawfully claiming from, by, or under him, them, or any of them, or by, from, or under him, them, or any of their Estate, Right, Title or Interest. **In witness, &c.**

Of a Lease (forfeited for Non-payment of Money) to him next in Reversion.

THIS Indenture made, &c. between *T. B.* of, &c. and *S.* his Wife, one of the Daughters of *W. T.* late of *J.* in the County of *D.* Gent. deceased, on the one part; and *J. N.* of the City of *D.* Gent. on the other part: **Whereas** *T. N.* heretofore of the City of *S.* Gent. by his Indenture of Lease in writing under his Hand and Seal, bearing date the, &c. day of, &c. in the year of, &c. did demise, grant, set, and to Farm let unto the said *W. T.* and his Assigns; All that Messuage or Tenement, with one half yard Land thereunto belonging, called or known by the name of *S.* with the Appurtenances, situate, lying and being within the Parish of *S.* in the County of *S.* together with one short Lane, containing One hundred yards in Length, Ten yards in Breadth, lying at the upper-end of the said Yard-land; To have and to hold unto the said *W. T.* his Assignee and Assignees, for the Term of, &c. years next ensuing the date of the said recited Indenture of Lease, if *M. S.* then Wife of *J. S.* Clerk, *T. T.* Son of the said *W. T.* and the then Wife of the said *T.* or any of them, should so long live, at, or for the yearly Rent of, &c. payable for the same; as in and by the same recited Indenture of Lease, with a Clause of Re-entry for Non-payment of the Rent, and divers Covenants therein-mentioned, fully appeareth. And whereas the said *M.* and *A.* are now long since dead, and the said *T. T.* living, and that the said *W. T.* by his last Will and Testament in writing, bearing date the, &c. day of, &c. amongst other Gifts and Demi-fes therein given and bequeathed, did give and bequeath his two Leases of *N.* and *S.* and his Term therein to come, unto the said *T. T.* upon Condition

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that

that he should pay unto the said *S.* 4 *l.* per Annum during the Continuance of the said Leases, and the longer of them; which if he should refuse to do, then and in that case he the said *W. T.* gave her the said Leases, and of the same Will made and constituted *A.* the then Wife of the said *W.* Executrix, and shortly after died, and the said *A.* him survived, and duly proved the said Will, as in and by the same Will and Probate appeareth. And whereas the said *T. T.* made default of payment of the said Four pounds yearly, and did not at all pay any part thereof unto the said *S.* by reason whereof the said *S.* while she was sole, and she and the said *T. B.* after their Intermarriage, became interested and entitled in and unto the said Messuage and half Yard-land, and the said Lane, with their Appurtenances, for all the rest and residue of the said Term of, &c. years therein to come and unexpired, if the said *T. T.* shall so long live, the Reversion in Fee of which said Premises is now by lawful means come descended and vested in the said *J. N.* Now witness this Indenture, That the said *T. B.* and *S.* his Wife, for and in consideration of the Sum of, &c. of lawful Money of England, to them the said *T.* and *S.* or one of them, before the enscaling and delivery of these Presents by the said *J. N.* well and truly satisfied and paid, whereof and wherewith they the said *T. B.* and *S.* acknowledge themselves fully satisfied and contented, Have bargained, sold, granted, released, assigned, and set over, and by these Presents do bargain, sell, grant, release, assign, and set over unto the said *J. N.* his Heirs and Assigns, as well the said recited Indenture of Lease, as also all and singular the said Messuage and half Yard-land, called *S.* and the said Lane and their Appurtenances, and all the Right, Title, Interest, Term, Claim and Demand whatsoever, of them the said *T. B.* and *S.* his Wife, and either of them, of, in, and to the same Messuage and half

half Yard-land, and the said Lane and their Appurtenances yet to come and unexpired in the said recited Indenture of Lease, and by virtue of the said recited last Will and Testament of the said *W. T.* or by any other means whatsoever; To have and to hold the same Premisses, and every part thereof, with their Appurtenances, unto the said *J. N.* his Heirs and Assigns, for ever. And the said *T. B.* for himself, and the said *S.* his Wife, and for either of them, and either of their Executors and Administrators, and for every of them, doth Covenant, promise and grant, to and with the said *J. N.* his Heirs, Executors, Administrators and Assigns, and to and with every of them, by these Presents, That he the said *J. N.* his Heirs and Assigns, and every of them, shall and may from time to time, and at all times hereafter during the residue of the said Term of, &c. years, (if the said *T. T.* shall so long live) quietly and peaceably have, hold, and enjoy all and singular the said herein before-bargained and released Premisses, without any manner of Lett, Trouble, Molestation, Eviction, Ejection or Denial of them the said *T. B.* and *S.* his Wife, or any other Person or Persons claiming by, from, or under them, or any or either of them. In witness, &c.

Jointures.

A Jointure made after Marriage pursuant to Articles made before the Solemnization thereof: With Provision of Maintenance, and Portions for Children.

THIS Indenture Tripartite, made, &c. between Sir J. B. and Dame M. his Wife, of the first part; A. B. and C. D. of the second part; and S. B. Son of the said Sir J. B. and M. Daughter of the said A. B. of the third part, witnesseth; **That** for and in consideration of a Marriage already had, and solemnized between the said J. B. and M. and of the Sum of, &c. of lawful Money of *England*, to be paid unto the said Sir J. B. for the Marriage-Portion of the said M. in such manner as is expressed in certain Articles of Agreement indented, made between the said Sir J. B. and A. B. before the Intermarriage of the said S. and M. and for the settling a Jointure on the said M. in pursuance of the said Articles, in case she the said M. shall happen to survive and over-live the said S. B. her Husband, and in full Satisfaction of all Dower, Right and Title of Dower, which she the said M. may at any time hereafter demand of, in, or out of all or any the Lands or Hereditaments which now are, and hereafter shall be of the said S. B. and to the intent and purpose that all and every the Manors, Messuages, Lands and Hereditaments may be settled, and be, and continue so long as it shall please God in the Name and Blood of the said Sir J. B. and in full performance of the said Articles on the part of the said Sir J. B. it is Covenanted, concluded and agreed, by and between

tween the said Parties to these Presents: And the said Sir J. B. for himself, his Heirs, Executors, Administrators and Assigns, doth Covenant and agree, to and with the said A. B. and C. D. their Heirs and Assigns, That they the said Sir J. B. and S. B. shall and will before the End of *Hillary*-Term next ensuing the date of these Presents, in due form of Law, levy and acknowledge before his Majesty's Justices of the Court of *Common-Pleas* at *Westminster*, or before some other competent Person or Persons in that behalf to be lawfully authorized, one or more Fine or Fines *sur Conusans de droit come ceo*, &c. with Proclamations thereupon to be had and made according to the usual course of Fines, with Proclamations for Assurance of Lands in such Cases used, and the form of the Statute in that behalf made and provided unto the said A. B. and C. D. and their Heirs, or the Heirs of one of them, of all that, &c. and of the Reversion and Reversions, Remainder and Remainders of all and singular the said Premises, and of every part and parcel thereof, the said Fine or Fines to be by the name or names of, &c. or by such other apt and convenient Name or Names, Additions, Descriptions, Quantities, Qualities, Contents and Numbers of Acres, or otherwise in such manner and form as by them the said A. B. and C. D. or either of them, their or either of their Heirs or Assigns, or any of them, or by their or either of their Counsel Learned in the Law shall be reasonably devised, advised or required: And it is declared and agreed, by and between all and every the said Parties to these Presents, and in particular the said Sir J. B. and S. B. do for themselves, &c. declare and agree, That the said Fine so or in any other sort to be levied and executed, and all and every other Fine and Fines, Conveyances and Assurances already had and executed, or hereafter to be executed by and between the said Parties to these Presents
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of the said Manors and Premisses, or any part thereof, shall be and enure, and shall be adjudged, construed, deemed and taken to be and enure, and is and are meant, and hereby declared to be and enure, and the said Cognizees in the said Fine to be named, and their Heirs shall stand and be seised of the said Manors and Premisses, comprized or intended to be comprized in the said Fines, and of every part thereof, to the several Uses, Intents and Purposes, and upon and under the several and respective Trusts, *Provisos*, Limitations and Conditions herein after limited, declared and appointed concerning the same, and to no other use, intent or purpose whatsoever, (that is to say) As for, touching and concerning all that, &c. to the use of the said Sir J. B. and his Assigns, for and during the Term of his natural Life, without Impeachment of or for any manner of Waste, and from and after the Determination of that Estate, to the use of the said Dame M. his Wife, for part of her Jointure, for and during the Term of her natural Life, and from and after the Determination of those Estates, to such Person and Persons, and for the same use and uses as the Parcels herein next after-mentioned are limited and declared: And as for and concerning all those, &c. to the use and behoof of the said S. B. for and during the Term of his natural Life, without Impeachment of, or for any manner of Waste, for the present Maintenance of the said S. and M. his Wife, and after his decease, or other sooner Determination of his said Estate for Life, to the use and behoof of the said A. B. and C. D. and their Heirs, for and during the natural Life of the said S. B. upon Trust, to preserve and support the contingent Uses thereof herein after limited and appointed, from being defeated or destroyed, and to that purpose to make one or more Entry or Entries, as occasion shall or may require. But nevertheless to permit and suffer the

the said S. B. to receive and take the Rents, Issues and Profits of the said last mentioned Premises, during his Life to his own proper use : And from and after the decease of the said S. B. then to the use and behoof of the said M. Wife of the said S. B. for and during the Term of her natural Life, for a farther part of her Jointure, and from and after the several deceases of the said S. and M. his Wife, and the Survivor of them, to the use and behoof of the said A. B. and C. D. their Executors, Administrators and Assigns, for and during the Term of 99 years, fully to be compleat and ended on such Trusts, and subject to such *Proviso's* and Conditions as are herein after expressed, and after the Determination of that Estate, then to the use and behoof of the first Son of the Body of the said S. B. on the Body of the said M. his Wife, lawfully begotten and to be begotten, and the Heirs Males of the Body of such first Son lawfully to be begotten ; and for default of such Issue, to the use and behoof of the second Son of the Body of the said J. B. on the Body of the said M. his Wife, lawfully begotten or to be begotten, and for default of such Issue to the use and behoof of the third, fourth, fifth, sixth, seventh, eighth, ninth, tenth, and every other Son and Sons of the Body of the said J. B. on the Body of the said M. his Wife, lawfully begotten and to be begotten severally, and successively one after another, as they and every of them shall be in Seniority of Age, and Priority of Birth, and the Heirs Males of the Bodies of all and every such Son and Sons lawfully issuing, the elder of such Sons, and the Heirs Males of his Body lawfully to be begotten, being always preferred before the younger of such Sons, and the Heirs Males of his Body issuing, and for default of such Issue Male living at the time of the decease of the said S. B. if the said M. Wife of the said S. B. shall be enseint of a Child at the time of his decease, then to the use of
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the said *A. B.* and *C. D.* and their Heirs, until the Birth of such after-born Child or Children, or death of the said *M.* Wife of the said *S. B.* which shall first happen; and if such after-born Child or Children shall be born alive, and shall be a Son or Sons, then to the use of such after-born Son and Sons, and the Heirs Males of the respective Bodies of such after-born Son and Sons, lawfully issuing successively, and so as the elder and first-born of such after-born Son and Sons, and the Heirs Males of his Body lawfully issuing, shall and may be preferred before the younger of such Son and Sons, and the Heirs Males of his Body issuing; and for default of such Issue, to the use and behoof of such other Son and Sons of the Bodies of the said Sir *J. B.* and Dame *M.* his Wife, as they the said Sir *J. B.* and Dame *M.* his Wife, by any Writing under their Hands and Seals, or under the Hand and Seal of the Survivors of them, shall nominate and appoint during his or their Lives, and the Heirs Males of the Body or Bodies of such other Son or Sons lawfully issuing, and for default of such appointment, then to the use and behoof of the Heirs Males of the Body of the said Sir *J. B.* and Dame *M.* his Wife; and for default of such Issue, then to the use and behoof of the right Heirs of the said Sir *J. B.* and Dame *M.* his Wife, for ever. And as for and concerning all, &c. to the use and behoof of the said Sir *J. B.* for and during the Term of Eighty years, (if the said *S. B.* shall so long live) without Impeachment of or for any manner of Waste, and after the Determination of that Estate, to the use and behoof of the said Dame *M.* Wife of the said *S. B.* for and during the Term of her natural Life, for her farther Jointure, and in lieu of her Thirds and Dower; and from and after the decease of the said *M.* Wife to the said *S. B.* then to the use and behoof of the said Sir *J. B.* for and during the Term of his natural Life, with-

without Impeachment of or for any manner of Waste, and from and after his decease, to the use and behoof of the said Dame Wife of the said Sir J. B. for and during the Term of her natural Life, and from and after the several deceases of the said M. Wife of the said S. B. and of the said Sir J. B. and of Dame M. his Wife, then to the use and behoof of the said S. B. for and during the Term of his natural Life, without Impeachment of or for any manner of Waste; and from and after the several deceases of the said Sir J. B. and M. his Wife, and of the said S. B. and M. his Wife, to the use of the said A. B. and C. D. and their Heirs, Executors, Administrators and Assigns, for and during the Term of Ninety nine years, fully to be compleat and ended on such Trusts, and subject to such *Proviso's* and Conditions as are herein after expressed; and after the Determination of that Estate, then to the use of the Heirs Males of the Body of the said S. B. on the Body of any Woman or Women lawfully to be begotten which he the said S. B. shall hereafter take to Wife, and the Heirs Males of their Bodies issuing; and for default of such Issue, then to the use of such other Son and Sons of the Bodies of the said Sir J. B. and Dame M. his Wife, as they the said Sir J. B. and Dame M. his Wife, or the Survivor of them, shall by any Writing or Writings under their Hands and Seals, or under the Hand and Seal of the Survivor of them, nominate and appoint during his or their Lives, and the Heirs Males of the Body or Bodies of such other Son or Sons lawfully issuing; and for want of such Appointment, then to the use and behoof of the Heirs Males of the Bodies of the said Sir J. B. and Dame M. his Wife; and for default of such Issue, then to the use and behoof of the right Heirs of the said Sir J. B. and Dame M. his Wife for ever: And as for and concerning all, &c. whereof no use herein is before limited to the said M. Wife
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of the said *S. B.* for her Jointure, to the use and behoof of the said Sir *J. B.* for and during the Term of his natural Life, without Impeachment of or for any manner of Waste, and from and after the Determination of that Estate, to the use of the said Dame *M.* Wife of the said Sir *J. B.* for and during the Term of her natural Life for her further Jointure; and from and after the several deceases of the said Sir *J. B.* and Dame *M.* his Wife, and the Survivor of them, to the use and behoof of the said *S. B.* for and during the Term of his natural Life, without Impeachment of or for any manner of Waste; and from and after the several deceases of the said Sir *J. B.* and Dame *M.* his Wife, and of the said *S. B.* then to the use and behoof of Trustees for Ninety nine years, and upon Trusts following, (*ut supra*) Remainder to Tail Male General of *S. B.* (*ut supra*) Remainder to other Sons of Sir *J. B.* and Dame *M.* by Appointment, (*ut supra*) for default of Appointment, to Heirs Males, (*ut supra*) Remainder to right Heirs, (*ut supra*). And as for and concerning the said several Terms of, &c. so limited to them the said *A. B.* and *C. D.* their Executors, Administrators and Assigns, as aforesaid, it is declared, That the same is so limited to them to the Uses, Intents and Purposes, and upon and under the several Trusts, Proviso's and Limitations herein after declared, limited and appointed concerning the same, (that is to say) In case the said *S. B.* shall die without any Issue Male of his Body, begotten on the Body of the said *M.* his intended Wife, born at, or to be born after his death; or if the Heirs Males between them begotten, shall happen to die without Issue Male of their Bodies issuing, before his or their Age or Ages of One and twenty years, and there shall be one or more Daughter or Daughters of the Body of the said *S. B.* on the Body of the said *M.* his intended Wife begotten, which shall attain to
their

their respective Age or Ages of Eighteen years, or be married, which shall first happen : Then in trust that the said *A. B.* and *C. D.* their Executors, Administrators and Assigns, and the Survivor and Survivors of them, after the several deceases of the said Sir *J. B.* and Dame *M.* his Wife, and *S. B.* and every of them, shall out of the Rents, Issues and Profits of all and singular the Premises, herein before to them particularly limited, or by Lease, Sale or Mortgage thereof, or any part thereof, raise the Sum of, &c. of lawful Money of *England*, which said Sum shall be paid to such Daughter or Daughters in manner and form following ; (that is to say) If there shall be but one such Daughter, then to one such Daughter at her Age of Eighteen years, or days of Marriage, which shall first happen, the Sum of, &c. and in the mean time in trust, that they the said *A. B.* and *C. D.* and the Survivor of them, and the Executors, Administrators and Assigns of such Survivor, shall after the several deceases of the said Sir *J. B.* and Dame *M.* his Wife, and *S. B.* and every of them, out of the Rents, Issues and Profits of the Premises, raise and pay to such Daughter the yearly Sum of, &c. for her Maintenance ; and in case there shall happen to be two or more such Daughters then in trust, that they the said *A. B.* and *C. D.* their Executors, Administrators and Assigns, and the Survivor of them, shall out of the Rents, Issues and Profits of the Premises, or by Sale, Lease or Mortgage thereof, or of any part thereof, raise and pay unto such Daughter or Daughters, the Sum of, &c. of lawful Money of *England*, equally to be divided between them the said respective Payments of their respective Shares and Proportions of the said Sum of, &c. to be paid them and every of them at their respective Ages of Eighteen years, or days of Marriage, which shall first happen ; and after the payment as aforesaid, of any such Share or Proportion, or more,
made

made to any of the said Daughter or Daughters, shall happen to die before her or their respective Age or Ages of Eighteen years, or days of Marriage, then on further trust, That the said Trustees, and the Survivor of them, the Executors, Administrators and Assigns of such Survivor, her or their respective Shares and Proportions, shall likewise raise and pay, or cause to be paid to the surviving Daughter or Daughters, (the payment of her or their former Shares or Proportions as aforesaid, in any wise notwithstanding;) and also on further trust, That until the said several Shares and Proportions of, &c. shall be unto the said Daughter or Daughters respectively paid, the said *A. B.* and *C. D.* and the Survivor of them, their Executors, Administrators and Assigns of such Survivor, shall after the several deceases of the said Sir *J. B.* and Dame *M.* his Wife, and *S. B.* raise and pay, or cause to be paid to every such Daughter or Daughters respectively for their Maintenance, the several and respective Sums of, &c. yearly. And it is hereby further declared and agreed, by and between the said Parties to these Presents, if the said *S.* shall have a Son by him begotten on the Body of the said *M.* his Wife, living at the time of the decease of the said *S. B.* or born after his death, and shall have any other Child or Children by him begotten on the Body of the said *M.* his intended Wife, to be living at the time of the decease of the said *S. B.* or to be born after his death; and that such other Child or Children have no sufficient Livelihood, Maintenance or Preferment; then upon further trust, that the said *A. B.* and *C. D.* and the Survivor of them, the Executors, Administrators and Assigns of such Survivor, shall until such other Child or Children of the said *S.* (other than the eldest Son of the said *S.* without such Maintenance or Livelihood as aforesaid, shall attain unto their several and respective Ages of One and twenty

twenty years, or days of Marriage, shall after the several and respective deceases of the said Sir J. B. and Dame M. his Wife, and either of them, out of the Rents, Issues and Profits of the Premisses, raise and pay, or cause to be raised and paid to every such Child and Children, (other than the eldest Son of the said S. aforesaid) severally and respectively, the yearly Sum of, &c. for his, her, and their respective Maintenances. And it is hereby further declared, by and between all the said Parties to these Presents, That in case the said S. shall have a Son, by him begotten on the Body of the said M. his Wife, who shall in the life-time of the said S. or after, come to the full Age of One and twenty years, or be married, and shall have any other Child or Children by him also begotten on the Body of the said M. his Wife, and living at the time of the decease of the said S. or to be born after his decease; That then the said A. B. and C. D. the Survivor of them, the Executors, Administrators and Assigns of such Survivors, out of the Rents, Issues and Profits of the Premisses, so limited to them as aforesaid, or by Sale, Lease or Mortgage thereof, or of any part thereof, after the several deceases of the said Sir J. B. and Dame M. his Wife, and of the said S. and every of them, shall raise such Sum and Sums of Money, not exceeding in the whole the Sum of, &c. for the Portion and Portions, further Maintenance and Maintenances of all and every such Children of the said S. (other than the eldest Son of the said S.) and to be paid at such time and times, and in such proportion and proportions as the said S. by any Writing under his Hand and Seal, executed and testified by three or more credible Witnesses, or by his last Will and Testament in writing, executed and testified as aforesaid, shall limit, declare and appoint. And it is hereby further declared by all the said Parties to these Presents, That from and after the said Sum

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of, &c. and the said Sum of, &c. before-mentioned, shall be raised and paid in manner as aforesaid; and also from and after the several yearly Maintenances of, &c. aforesaid, That then the said *A. B.* and *C. D.* and the Survivor of them, the Executors, Administrators and Assigns of the Survivor, shall convey, surrender, assign and yield up the Remainder and Remainders of the said Term of Ninety nine years, to such Person or Persons to whom the next and immediate Reversion and Inheritance of the said Premises, expectant on the said Terms of Ninety nine years, shall then for the time being belong, by virtue of these Presents, or by any other ways or means whatsoever, discharged of all Incumbrances at any time then before to have been made by them the said *A. B.* and *C. D.* or either of them, their or either of their Executors, Administrators or Assigns: Provided always that if the said Daughter or Daughters of the said *S.* and *M.* his Wife, to be begotten, shall happen to die before her or their respective Ages of Eighteen years, or days of Marriage; or in case the said *S.* shall have Issue by the said *M.* his Wife several Sons, or one Son, and one or more Daughter or Daughters; if all the said younger Son and Sons, and Daughter and Daughters, shall happen to die before their Ages of Eighteen years, or days of Marriage, then the said Term of, &c. years shall not extend to charge the said Manors and Premises with the said Sum of, &c. for such younger Son or Sons respectively: Provided also that if the said Sum of, &c. or any part thereof, shall become payable to such Daughter or Daughters, as aforesaid; or in case the said Sum of, &c. or any part thereof, shall become payable to the said younger Son and Sons, or Daughter and Daughters, as aforesaid; and such Person or Persons to whom the Reversions, Freehold, Inheritance of the same Premises; or any Estate or Remainder immediately expectant on the said

said several and respective Terms, according to the Limitations herein before-contained, shall for the time being, come, descend or appertain, shall within One year next after the decease of the said *S. B.* well and truly pay or cause to be paid, or to the good liking of the said *A. B.* and *C. D.* or the Survivor of them, his Executors, Administrators and Assigns, secure or cause to be secured to be paid to such Daughter or Daughters, the said Sum of, &c. or to such younger Son or Sons, Daughter or Daughters, the said Sum of, &c. in such manner and at such time and times, as the same are respectively payable as aforesaid, or within Six months after the same, or any part thereof, shall be payable as aforesaid, and shall also pay or secure to be paid as aforesaid, to such Daughter or Daughters, and to such Son and Sons, all and every the said yearly Maintenances of, &c. aforesaid, respectively as aforesaid: Then the said respective Terms of Ninety nine years so limited to them the said *A. B.* and *C. D.* as aforesaid, shall cease, determine and be void, any thing herein before contained to the contrary thereof in any wise notwithstanding: Provided always, and it is declared and agreed, by and between all the said Parties to these Presents, That it shall and may be lawful to and for the said *S. B.* from and after the decease of the said *M.* his Wife, without any Issue Male of her Body by the said *S. B.* lawfully to be begotten then living, by any Writing or Writings under his Hand and Seal, testified by two or more credible Witnesses, to assign, limit and appoint all or any part of the Premises herein before-limited to the said *S. B.* for his Life, for his present Maintenance; to any Person or Persons, to or for the use of any Woman or Women which he the said *S. B.* shall happen to take to Wife after the decease of the said *M.* his Wife, without any Issue Male on her Body by the said *S. B.* begotten, then living, as aforesaid.

said, for the Life or Lives of such Wife or Wives, for her or their Jointure or Jointures: And that from and after such Limitation and Appointment, the said Fine and Fines so as aforesaid, or in any other manner to be had and executed, and the said Cognizees therein named, and their Heirs, shall stand and be seised of such part of the Premisses as shall be so appointed or limited, to the use of such Woman or Women as the said *S. B.* shall hereafter fortune to marry, for and during the natural Life or Lives of such respective Wife or Wives, in manner as aforesaid, any thing herein before-contained to the contrary thereof in any wise notwithstanding: Provided also that it shall and may be lawful to and for the said Sir *J. B.* and after his decease, to and for the said Dame *M.* his Wife, in case she happen to survive him; and also to and for the said *S. B.* for and during the several and respective Terms of their several and respective natural Lives, respectively from time to time, and at all times from and after the, &c. day of, &c. next ensuing, and from and after the several deceases of the said Sir *J. B.* and Dame *M.* his Wife, and of the said *S. B.* to and for any Person or Persons to whom any Use or Estate is herein before-limited respectively of the said Premisses, or any part thereof, being in possession of such Use or Estate during their respective natural Lives, being of the Age of One and twenty years or above, by any Deed or Deeds, indented, signed, sealed and delivered in the presence of three or more credible Witnesses, to make any Lease or Leases, Demise or Demises of the Premisses, or of such respective part thereof as they shall be so in possession of, by virtue of and according to the several and respective Limitations herein before to them made, so as such Lease or Leases be in possession, and not in reversion, and so as such Lands have been usually letten by the space of, &c. now last past, unto any Person or Persons, for any
Term

Term or Terms not exceeding three Lives, or for any number of years not exceeding One and twenty years from the making thereof, without any Fine or Income, so as the best and most improved yearly Rents, as for One and twenty years last past had been reserved, or so much Rent as really, and *bona fide* may be got for the same, be thereupon respectively reserved to be due and payable during the whole Term and Terms of such respective Lease or Leases, so as in and by every such Lease and Leases the respective Lessee and Lessees therein-named, their Executors, Administrators and Assigns, be restrained from doing or suffering any Waste or Spoil to be done in and upon the said so to be demised Premises, and every part thereof, and so as every such Lessee and Lessees do seal and deliver Counterparts of such Lease or Leases; all and every which said respective Rent and Rents, with the Counterparts of such Lease or Leases, it is Covenanted and declared, by and between all the said Parties to these Presents, shall from time to time remain and come to all and every such respective Person and Persons, to whom the use and behoof of the said Premises are before respectively limited and declared, in and by these Presents: And that in such Case and Cases, and upon the making and granting such Lease or Leases as aforesaid, the said A. B. and C. and the Survivor of them, his Heirs and Assigns, shall stand and be seised of such part and parts of the Premises, as shall happen so to be Leased, to the use and behoof of such respective Lessee and Lessees, their Executors and Administrators, according to their several Leases and Estates, the said several and respective Lessees, their Executors, Administrators and Assigns, paying their several Rents upon their several Leases to be reserved, and of the Reversion and Reversions, Remainder and Remainders of the said Premises,

to the severall and respective uses before in these Presents limited and expressed. *In witness, &c.*

A Jointure made after Marriage, in pursuance to Articles of Agreement relating thereunto made before Marriage.

THIS Indenture *Quadripartite*, made, &c. between *E. B.* of, &c. and *J.* his Wife, of the first part; *H. H.* of, &c. and *W. R.* of, &c. of the second part; *E. P.* of, &c. and *M. W.* of the third part; and Dame *M. H. alias, &c.* Relict of *W. J.* deceased, of the fourth part, witnesseth; **That** for and in consideration of a Marriage already had and solemnized between the said *E. B.* and *J.* his Wife, one of the Daughters of the said *W. J.* and in consideration of the Sum of, &c. of lawful Money of *England*, by the said Dame *M. H. alias J.* in hand paid, being the Marriage-Portion of the said *J.* mentioned in certain Articles of Agreement, indented and bearing date the, &c. day of, &c. last past before the date hereof, made between the said *E. B.* of the one part, and the said Dame *M. H. alias J.* of the other part, by such Names and Additions as are therein expressed, of and for which said Sum of, &c. the said *E. B.* doth hereby acknowledge himself fully satisfied and paid, and therefore doth hereby acquit the said Dame *M. H. alias J.* their Heirs, Executors and Administrators, and to the intent and purpose that the said Manors, Lands, Tenements and Hereditaments, with the Appurtenances herein after mentioned, may in part of performance of the said Articles, be conveyed, settled and assured, as well to the said *J.* for her natural Life for part of her Jointure, and towards her Livelihood and Maintenance in case she shall survive the said *E. B.* As for the continuing thereof

thereof afterwards in the Blood and Lineage of the said *E. B.* and for the making of some Provision for the Children of the Body of the said *E. B.* which are or shall be by him begotten on the Body of the said *J.* and for the settling, conveying and assuring of the Manors, Messuages, Tenements and Hereditaments, with their Appurtenances, hereafter in these Presents mentioned to such Uses, Intents and Purposes, and under such *Proviso's* and Conditions as are herein after mentioned, limited, declared and expressed, and for divers other good and valuable Causes and Considerations thereunto moving he the said *E. B.* doth for himself, his Heirs, Executors and Administrators, and every of them, Covenant, promise and agree, to and with the said *M. H. alias J.* his Executors and Administrators, by these Presents, That he the said *E. B.* shall and will on this side and before the, &c. day of, &c. next ensuing the date hereof, by good, lawful and sufficient Conveyances and Assurances in the Law, at his own Costs and Charges, grant, convey and assure unto the said *E. P.* and *M. W.* and to their Heirs, or to the Survivor of them, and his Heirs, All that the Manor, &c. and the Reversion and Reversions, Remainder and Remainders of all and singular the said Premisses, and every part and parcel thereof, and all the Estate, Right, Title, Interest, Claim, Property and Demand whatsoever of him the said *E. B.* his Heirs and Assigns of, in, and to the same: To the intent and purpose only that by force and virtue of such Grant, Conveyance and Assurance, they the said *E. P.* and *M. W.* and the Survivor of them, may be, and be adjudged to be perfect Tenants of the Freehold of all and singular the said Manors and Premisses, with their and every of their Appurtenances, until one or more perfect Recovery - or Recoveries thereof may be had against them the said *E. P.* and *M. W.* or against the Survivor of them, or the Heirs of such Survivor,

vivor, for which end and purpose they the said *E. P.* and *M. W.* and the Survivor of them, shall and will permit and suffer the said *H. H.* and *W. R.* or the Survivor of them, to commence, sue forth and prosecute against the said *E. P.* and *M. W.* or the Survivor of them, or against the Heirs of such Survivors, one or more Writ or Writs of Entry *sur Disseisin en le post*, to be returnable before the Justices of his Majesty's Court of *Common Bench* at *Westminster*, according to the usual course and manner of common Recoveries in such Cases used and accustomed in the said Court, in and by which said Writ and Writs the said *H. H.* and *W. R.* shall demand against the said *E. P.* and *M. W.* or the Survivor of them, the said Manors, Messuages, and all and singular other the said Premisses, with their and every of their Appurtenances, by such apt and convenient Name or Names, Quantity, Quality or Number of Acres, or other Certainty or Descriptions in the said Writ or Writs of Entry, to be comprized, sued forth or prosecuted as aforesaid, they the said *E. P.* and *M. W.* or the Survivor of them, shall appear in their own Person or Persons, or by their Attorney or Attornies in that behalf to be authorized, and shall make defence therein according to Law, and thereupon vouch to Warranty thereof the said *E. B.* who shall thereupon likewise appear either in his own proper Person, or by his Attorney or Attornies in that behalf to be authorized, and shall make his defence therein according to Law, and shall thereupon vouch to Warranty thereof, the common Vouchee who shall thereupon appear and imparl, and in contempt of the Court depart and make default, whereby a perfect Recovery may be had and executed, and accordingly shall be had and executed of the Manor, Messuages and Premisses aforesaid, with their and every of their Appurtenances, according to the usual course of common Recoveries for Assurance of Lands, Tenements

nements and Hereditaments, in such Cases used and accustomed in his Majesty's Court of *Common Bench* at *Westminster* aforesaid. And it is hereby declared, by and between all and every the said Parties to these Presents, That the said common Recovery or Recoveries so as aforesaid, or in any other manner to be had and executed, and all other common Recoveries whatsoever, had or executed, or to be had and executed, of the said Manor, Messuages, Lands, Hereditaments and Premisses, with their Appurtenances, or any part thereof, by or between the said Parties to these Presents, or any of them, from and immediately after the perfecting thereof, shall be and enure, and shall be adjudged, deemed and taken to be and enure; and the said Demandant and Demandants, Recoverer and Recoverers therein, his and their Heirs, and all and every Person and Persons by virtue thereof seised, or to be seised of the said Manor and Premisses, with their Appurtenances, shall stand and be seised thereof to the several and respective Uses, Intents and Purposes, and under the several *Proviso's* and Conditions hereafter in these Presents limited, expressed and declared, and to no other use, intent, behoof or purpose whatsoever, (that is to say) To the use and behoof of the said *E. B.* for and during the Term of Ninety nine years, if he the said *E. B.* shall so long live, without Impeachment of or for any manner of Waste, and from and after the End and Expiration, or other Determination of the said Term of Ninety nine years, then to the use and behoof of the said *H. H.* and *M. W.* their Heirs and Assigns, for and during the natural Life of the said *E. B.* upon trust to support and preserve the contingent Uses, Estates and Remainders thereof, hereafter in these Presents limited and declared from being defeated, barred or destroyed, and for that end and purpose to make Entries as occasion shall require. **In witness, &c.**
Leases.

Leases.

A Lease for three Lives.

THIS Indenture *Tripartite*, made, &c. between *A. B.* of the first part, and *H. W.* of, &c. of the second part, and *T. H.* and *N. H.* Sons of the said *H.* of the third part, witnesseth; That the said *A. B.* in consideration of a Deed Parol of Grant, Feoffment, Release and Confirmation to him made by the said *E.* bearing date with these Presents, executed with Livery and Seisin before the enfealing and delivery of these Presents of all that Yard and Lands, with the Appurtenances, &c. in, &c. and of all other the Estate, Right, Title, Interest and Demand of the said *E. T.* and every of them, in and to the said Premises, and in and to all other Messuages, Lands, Tenements and Hereditaments in *S.* aforesaid, be it by Lease, Demise in Jointure, or otherwise; and of all Deeds, Leases and Writings thereof, or of any part thereof appertaining to them the said *E.* and *T.* or either of them; Hath demised, granted, and to Farm letten, and by these Presents doth demise, grant, and to Farm lett unto the said *E. H.* all that Messuage or Tenement aforesaid in *S.* wherein the said *E.* now dwelleth; together with the Orchard, Backside, Garden, and all Houses and Buildings, Barns, Stables, and other Easments thereto belonging and appertaining; and all that Close, &c. Except all Trees, Woods and

Exception. Underwoods in and upon the Premises demised, or any part thereof; and except always and reserved unto the said *A. B.* and his Assigns, for him and them, and every of them,

them, and for all and every such Person or Persons as shall from time to time cohabit or dwell in the Messuage or Tenement in S. aforesaid, wherein H. lately dwelt, or in the Messuage or Tenement in S. aforesaid, wherein A. A. now dwelleth, or in the Messuage or Tenement called the *Smiths Forge*, full and free liberty to have, take, and draw at the Well situate in the Backside or Yard of the said Messuage or Tenement demised to the said E. in and by these Presents from time to time, and at all convenient times, sufficient Water to be taken, there to be spent in and upon the said Messuage or Tenement, or any other good Use or Purpose, with free ingress, egress and regress to the said Well for the having, taking and drawing of the said Water from time to time ; The said A. B. and his Assigns, and such other Person or Persons as aforesaid, paying and allowing ratably necessary Reparations therein from time to time, when and as often as need shall require. To have and to hold the said Messuage

or Tenement, Orchard and Garden, Backside, Barns, Stables, Closes, Lands, Easements, and all other the before demised Premisses, with their

Habendum to
three Persons suc-
cessively for life.

and every of their Appurtenances, (except before excepted) unto the said E. H. for and during the Term of her life, and from and after her decease, then to remain and stand to the said T. H. for and during the Term of his life, and from and after the decease of the said T. H. then to remain and come to the said N. H. for and during the Term of his life, Yielding and paying therefore

yearly during the said Term unto the said A. B. his Heirs or Assigns,

Reddendum.

Thirty shillings of lawful Money of England at the Feast of St. Michael the Archangel, and the Annunciation, by equal and even Portions. And if it shall happen

happen the said yearly Rent of Thirty shillings, or any part thereof, to be behind and unpaid by the space of One and twenty days next after any of the Feasts aforesaid, That then and so often the said *E. H.* and *N. H.* respectively, as they shall be Tenants of the demised Premises, by virtue of these Presents, shall forfeit, lose and pay unto the said *A. B.* his Heirs and Assigns, Two shillings four pence of lawful Money of *England*, for and in the name of a Pain for every Week that the said Rent shall be behind and unpaid, accompting Seven days to a Week, and beginning the Week the first day next after the said One and twenty days expired. And

then and from thenceforth it shall and may be lawful to and for the said *A. B.* his Heirs and Assigns, into the said Messuage or Tenement, and all other the demised Premises, or into any part or parcel thereof, to enter and distrain as well for the said yearly Rent, and all Arrearages thereof, as also for the said *Nomine Penæ*, and all Arrearages thereof, as shall be due from time to time : And that Distress and Distresses there taken to lead, drive, carry way and impound, and the same impounded to detain and keep until the said *A. B.* or his Heirs or Assigns, shall be fully satisfied and paid, as well of the said yearly Rent and the Arrearages thereof, as of the said *Nomine Penæ*, and of all Arrearages that shall be before the said Distress taken, incurred and grown due as aforesaid : And the said *E. N.* for herself, her Heirs, Executors, Administrators and Assigns, and for every of them doth Covenant and grant, to and with the

1. Covenant by the first Lessee to keep the Premises in Repair during her Life.

the

the said *A. B.* his Heirs and Assigns, by these Presents, That she the said *E. N.* and her Assigns, shall and will from time to time during her natural Life, at all times needful, at her and their own proper Costs and Charges, well repair, uphold and maintain in sufficient Reparations all the Houses and Buildings of the Premises demised, and also well and sufficiently serve, make, and maintain and preserve in sufficient Reparations the Fences, Hedges, Ditches, Mounds and Inclosures, of and about the said demised Premises. And also

the said *E. N.* for herself, her Executors, Administrators and Assigns, doth Covenant and grant, to and with the said *A. B.* his Heirs and Assigns, by these Presents, That she the said *E. N.* nor her Assigns, during her natural Life, shall not

2. *That the first Lessee during her life shall not commit or suffer Waste to be done upon the Premises.*

commit or suffer any Spoil or wilful Waste in and upon the said Messuage or Tenement, or other the demised Premises, or any part thereof; and that she the said *E.* or her Assigns, during her natural Life, shall and will yearly upon reasonable notice, carry and bring up with Horse and Carts, four ordinary Loads of Hay for the said *A. B.* his Heirs and Assigns, out of the Meadow called *W.* to *S.* aforesaid, between the Feasts of *St. John Baptist* and *St. Peter.* The like Covenants for *T.* That he and his Assigns, from and after the decease of the said *E.* yearly during his natural Life, shall and will well and sufficiently repair, &c. And for *N.* after the several deceases of *E.* and *T.* And the said *A. B.* for him, his Heirs, Executors, Administrators and Assigns, doth Covenant and grant, to and with the said *E. H. T. H.* and *N. H.* and every of them, by these Presents, That they the said *E. T.* and *N.* and every of them, according to such Estate as is to them limited and granted by these Presents, and according to the true intent and

and meaning of these Presents, shall or may severally and respectively during their several Times and Terms, peaceably and quietly have, hold, occupy, possess and enjoy the said Messuage or Tenement, and all other the demised Premisses, with the Appurtenances, and every part and parcel thereof, (except before excepted) for and under the Rent, Reservations, Covenants, and Conditions and Agreements, before in these Presents mentioned and expressed; and according to the true meaning of these Presents, without the Lett, entire Interruption, Eviction or Trouble of the said *A. B.* his Heirs or Assigns, or any of them, or of any other Person or Persons whatsoever, claiming the same or any part thereof, by, from or under him the said *A. B.* his Heirs or Assigns, or any of them, other than such Entries as shall be made for taking such Distresses as afore in these Presents are mentioned. **In witness, &c.**

A Lease of divers Manors, Lands, Tenements, Rectories, Vicaridges, Tithes, Royalties, Franchises, Liberties, Privileges and Hereditaments in several Counties, for 21 Years, (if the Lessor shall so long live) under the yearly Rent of a Pepper-corn: With Covenants that the Premisses are free from Incumbrances, and for the Lessor to make farther Assurance, upon request.

THIS Indenture made, &c. between the most Noble *H. Duke of N.* Earl Marshal of *England*, of the one part; and *N. F.* of the Parish of, &c. in the County of, &c. Esq; of the other part, witnesseth; **That** the said *H. Duke of N.* for and in consideration of the Sum of Seven thousand pounds of lawful Money of *England* to him in hand paid at and before the enfealing and delivery of these Presents, the Receipt whereof the said *Duke of N.* doth here-
by

by acknowledge, and thereof, and of every part thereof, doth absolutely acquit, exonerate and discharge the said *N. F.* his Executors and Administrators, by these Presents: And for divers other good Causes and Considerations, him the said *H.* Duke of *N.* thereunto especially moving, hath demised, granted, and to farm letten, and by these Presents, doth demise, grant, and to Farm let unto the said *N. F.* All that the Manor of *G.* in the County of *D.* with its Rights, Members and Appurtenances; and the Advowson of the Vicaridge of the Church of *D.* in the said County of *D.* and all the Messuages, Lands, Tenements, Woods, Underwoods, Commons, Common of Pasture, Heaths, Moors, Fishings, Royalties, Liberties, Franchises and Hereditaments whatsoever, of him the said Duke of *N.* in *G. Dales, G. L. W. B. H. H. P.* and *C.* in the said County of *D.* And all, and all manner of Tithes yearly growing, happening or renewing within the said Villis, Towns, Parishes and Hamlets, or any of them: And all those the Manors of *R.* and *K.* in the County of *Y.* with their Rights, Members and Appurtenances: And the Rectory of *R.* and the Towns or Hamlets of *B. M. T. G.* alias *G. F. O.* and *W.* in the Parish of *A.* in the said County of *Y.* And all and singular the Lands, Tenements, Parks, Chases, Meadows, Leafowes, Pastures, Feedings, Commons, Moors, Woods, Underwoods, Fairs, Markets, Waters, Fishings, Annuities, Rent-Services, Courts Leer, Hundreds, Wapentages, Views of Franckpledge, Privileges, Waifs, Estrays, the Goods of Felons Fugitives, Felons of themselves, and of Persons outlawed, Deodands, Advowsons, Patronages, Tithes, Mills, Mulctures, Profits, Commodities, Emoluments, Advantages and Hereditaments whatsoever, with their and every of their Appurtenances unto the said Manors, Lordships, Towns or Villages of *R. K. B. W. T. G.* alias *G. O. F.* and *W.* And all that Park called *W. Park*, with its Appurtenances
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in the said County of *T.* And all that little Spring-wood, containing sixteen Acres lying in *D.* in the said Parish of *R.* And all that Wood called *C. Wood*, lying and being in the said County of *T.* And all those Messuages, Lands, Tenements and Hereditaments in *W.* in the said County of *T.* And all that Piece or parcel of Ground now used for a Wharf in the Tenure or Occupation of *B. C.* or his Assigns, situate, lying and being in the Parish of *L.* in the County of *S.* And all that Messuage or Tenement, with the Rights, Members and Appurtenances thereunto belonging: And also all that Piece or parcel of Ground thereunto belonging, containing by Estimation four Acres and a half, situate, lying and being in *N.* in the County of *C.* And also all that Messuage or Tenement, and Gardens, called or known by the name of *C. Gardens*, situate, lying and being in *N.* in the County of *W.* And all that Messuage or Tenement, with the Appurtenances in *W.* in the County of *S.* lately purchased of *A. B.* and *J. B.* To have and to hold the said Manors, Lordships, Rectories, Tithes, Messuages, Lands, Tenements, and all and singular other the Premises herein before demised or intended to be demised, and every part and parcel thereof, to the said *N. F.* his Executors, Administrators and Assigns, from the day of the date of these Presents, for and during, and unto the full End and Term of One and twenty years from thence next ensuing, and fully to be compleat and ended if the said *H. Duke of N.* shall so long live, Yielding and paying thereby yearly, and every year during the said Term, the yearly Rent of one Pepper-corn, on the Feast-day of *St. Michael*, if the same be lawfully demanded. And the said *H. Duke of N.* for himself, his Heirs, Executors and Administrators, doth Covenant, promise and grant, to and with the said *N. F.* his Executors and Administrators, by these Presents, That he the said Duke now is, and stands lawfully and absolutely seised of and in
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the said Manors, Lordships, Rectories, Messuages, Lands, Tenements, and all and singular other the Premises of an absolute Estate in Fee-simple, without any Condition in Deed or Trust to alter or incumber the said Estate: And that he hath now good Right, full Power, lawful and absolute Authority to grant and demise the same, and every part thereof, to the said in manner aforesaid, according to the true intent and meaning of these Presents: And that he the said his Executors, Administrators and Assigns, shall and may quietly and peaceably have, hold, possess and enjoy the said Manors, Lordships, Rectories, Messuages, Lands, Tenements, and all and singular other the Premises, for and during all the said Term hereby demised, without the Lett, Trouble or Disburbance of the said Duke, his Heirs or Assigns: And that free and clear, and freely and clearly acquitted and discharged of and from all former and other Gifts, Grants, Bargains, Sales, Judgments, Statutes, Recognizances, Executions, Extents, Seizures, Forfeitures, Titles, Estates, Troubles and Incumbrances whatsoever, the several Leases of several Parts of the Premises to the several Tenants in possession only excepted and foreprized. And further, that he the said Duke, his Heirs and Assigns, shall and will at any time during the Term hereby granted, at the Request, Costs and Charges in the Law of the said N. F. his Executors, Administrators and Assigns, make, do and execute such further Act and Acts, Thing and Things, Assurance and Assurances whatsoever, for the further confirming to him and them the Term hereby granted: As by his or their Counsel learned in the Law shall be reasonably devised, advised or required. In witness, &c.

A Lease of Manors, Lordships, Rectories, Messuages, Lands, Tenements, Tithes and Hereditaments for 21 years; To raise Money to pay off Incumbrances charged upon the Lessor's Estate.

[Drawn by Sir A. P.]

THIS Indenture made, &c. between the most Noble *H. Duke of N. Earl Marshal of England*, of the one part; and *N. F. of the Parish of St. Clement D. in the County of M. Esq;* of the other part, witnesseth; That the said *H. Duke of N.* for and in consideration of the Sum of One and twenty thousand pounds of good and lawful Money of *England*, to him in hand paid, and secured to be paid by the said *N. F.* at and before the enfealing and delivery of these Presents, the Receipt whereof the said Duke doth hereby acknowledge, and thereof and of every part thereof, doth acquit and discharge the said *N. F.* his Executors and Administrators, by these Presents; Hath demised, granted, and to Farm letten, and by these Presents doth demise, grant, and to Farm let unto the said *N. F.* All those his Manors of *S. alias S. C. alias C. W. W. E. and T. alias T.* in the County of *T.* with their and every of their Rights, Members and Appurtenances whatsoever: And all other the Messuages, Cottages, Tosts, Mills, Dove houses, Gardens, Lands, Meadows, Pastures, Woods, Common of Pasture, Free Warrens, Markets, Fairs, Escheats, Liberties and Franchises whatsoever, of him the said Duke of *N.* wherein he hath an Estate for life by the Marriage-Settlement of *H. Earl of A. Lord M.* bearing date, &c. in *S. alias S. E. B. T. C. alias C. W. A. O. W. T. alias T. G. alias G. B. R. alias R. T. and G. alias G.* every or any of them, in the said County of *T.* And all those the Rectories of *S. alias S. and T.*
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in the said County of T. with their and every of their Appurtenances: And all manner of Tithes of Corn, Grain and Hay, yearly coming, growing or renewing in S. alias S. and T. in the said County of T. And all that the Manor or Lordship of W. alias W. in the County of N. with the Rights, Members and Appurtenances thereof: And all that Site, Circuit and Precinct of the late Monastery or dissolved Priory of W. in the said County of N. with its Rights, Members and Appurtenances: And all that the Capital Messuage, or Chief Mansion house commonly called or known by the name of *W. Manor house*, with the Court-Yards, Orchards, Gardens, Out-houses and Buildings thereunto belonging, situate and being within the Parish of W. alias W. within the said County of N. And all that the Park, or late inclosed or impaled Ground, wherein the said Capital Messuage standeth, commonly called or known by the name of the *O. Park*, with its Appurtenances: And all and singular Manor Houses, Sites of the said Manor, Messuages, Lands, Farms, Cottages, Houses, Buildings, Yards, Courts, Curtilages, Gardens, Orchards, Mills, Chases, Warrens, Closes, Lands, Tenements, Meadows, Pastures, Feedings, Marshes, Marsh grounds, Commons and Common of Pasture, Woods, Underwoods, and other Hereditaments whatsoever to the said Manor of W. alias W. belonging or in any wise appertaining, or reputed, or taken to belong thereunto: And all those the Rectories of W. and B. in the said County of N. And all the Tithes of Corn, Grain and Hay, yearly coming, growing or renewing in W. and H. in the said County of N. And all other the Messuages, Lands, Tenements and Hereditaments whatsoever of him the said Duke of N. situate, lying, being, coming, growing or renewing, or to be had, received, or taken within the Villages, Parishes, Hamlets, Fields, Precincts or Territories of W. and the nether Town of

W. G. alias *G. W. W. H. S. K. R. S. D.* and the Lathes, or any of them in the said County of *N.* or elsewhere in the said County of *N.* To have and to hold the said Manors, Lordships, Rectories, Messuages, Lands, Tenements, and all and singular other the Premisses, herein before demised or intended to be demised, and every part and parcel thereof, to the said *N. F.* his Executors, Administrators and Assigns, from the day of the date of these Presents, for and during, and unto the full end and term of One and twenty years from thence next ensuing, and fully to be compleat and ended, Yielding and paying therefore yearly, and every year during the said term, the yearly Rent of one Pepper-corn, on the Feast-day of, &c. if the same be lawfully demanded. And the said *H.* Duke of *N.* for himself, his Heirs, Executors and Administrators, doth Covenant, promise and grant, to and with the said *N. F.* his Executors and Administrators, by these Presents, That he the said Duke now is, and standeth lawfully and absolutely seised of, and in the said Manors, Lordships, Rectories, Messuages, Lands, Tenements, and all and singular other the Premisses, of an absolute Estate of Freehold for his life, without any Condition in Deed or Trust to alter or incumber the said Estate: And that he hath now good Right, full Power, lawful and absolute Authority to grant and demise the same, and every part thereof, to the said *N. F.* in manner aforesaid, according to the true intent and meaning of these Presents: And that he the said *N. F.* his Executors, Administrators and Assigns, shall and may quietly and peaceably have, hold, possess and enjoy the said Manors, Lordships, Rectories, Messuages, Lands, Tenements, and all and singular other the Premisses, for and during all the said Term hereby demised, without the Lett, Trouble or Disturbance of the said Duke or his Assigns: And that free and clear, and freely and clearly acquitted

ted and discharged of and from all former and other Gifts, Grants, Bargains, Sales, Judgments, Statutes, Recognizances, Executions, Extents, Seizures, Forfeitures, Estates, Titles, Troubles and Incumbrances whatsoever, the several Leases of several parts of the Premises, to (the several Tenements in possession only excepted and foreprized :) And further, that he the said Duke and his Assigns shall and will at any time during the Term hereby granted, at the Request, Costs and Charges in the Law of the said N.F. his Executors, Administrators and Assigns, make, do and execute such further Act and Acts, Thing and Things, Assurance and Assurances whatsoever, for the further confirming to him and them the Term hereby granted; as by his or their Council learned in the Law shall be reasonably devised, advised or required. **In witness, &c.**

THIS Indenture made, &c. between the most Noble H. Duke of N. Earl Marshal of *England*, of the one part; and N. F. of the Parish of, &c. in the County of, &c. Esq; of the other part, witnesseth, **That** the said H. Duke of N. for and in consideration of the Sum of Seven thousand pounds of lawful Money of *England* to him in hand paid, at and before the enfealing and delivery of these Presents, the Receipt whereof the said Duke of N. doth hereby acknowledge, and thereof, and of every part thereof, doth absolutely acquit, exonerate and discharge the said N. F. his Executors and Administrators, by these Presents: And for divers other good Causes and Considerations, him the said H. Duke of N. thereunto especially moving, hath demised, granted, and to Farm letten, and by these Presents doth demise, grant, and to Farm let unto the said N. F. All that the Castle, Honour and Lordship of A. in the County of S. and the Borough and

Manor of *A.* with the Rights, Members and Appurtenances thereof: And the Rents and Services of the Tenants of the said Borough: And all that the Rectory of *A.* in the said County of *S.* with its Appurtenances: And all that the Forest of *A.* with the Walks of *G.* and *R.* to the said Forest adjoining, with the Appurtenances: And all those two Parks, commonly called the *Great Park* and the *Little Park*, in the said County of *S.* with their Appurtenances to the said Castle, Honour, Manor or Borough of *A.* some or one of them belonging or appertaining, or with them or some of them, used or enjoyed: And all those Lands, Parks, Meadows and Marshes called *B. Park*, with its Appurtenances in the said County of *S.* And all that College-house there, called the *College of A.* with its Appurtenances: And all that the Alms-house there, called the *Alms-house of A.* with its Appurtenances: And all those Lands, Meadows and Pastures there, called *B.* and the *Downe*, with their several Appurtenances: And all those the Hundreds of *P. E. E. A.* and *R.* in the said County of *S.* with their Rights, Members and Appurtenances whatsoever: And all those Jurisdictions, Royalties, Preheminences, Liberties and Franchises within divers Hundreds, Manors and Precincts in the said County of *S.* and in the Counties of *S.* and *S.* used, called or known by the name of the *Earl of A. his Liberties*: And all that Park called *M. Park*, and the Lands called or known by the name of the *W. Park*, in the said County of *S.* with their Rights, Members and Appurtenances: And all those Lands, Meadows and Pastures, called by the name or names of *B.* and *B.* or either of them, in the said County of *S.* And also all those the Park and Lands, Meadows and Pastures, called *S. Park* in the County of *S.* with all its Rights, Members and Appurtenances: And all those yearly Rents reserved out of the *De-measfn* Lands of *V. R. N. N.* and *N.* in the said County

County of S. And that the Rectory and Goal of H. in the said County of S. with its Rights, Members and Appurtenances; To have and to hold the said Castle, Honour, Borough, Manors, Lordships, Parks, Rectories, and all and singular other the Premises herein before demised, or intended to be demised, and every part and parcel thereof, to the said N. F. his Executors, Administrators and Assigns, from the day of the date of these Presents, for and during, and unto the full end and term of One and twenty years, from thence next ensuing, and fully to be compleat and ended, if the said Duke of N. shall so long live, yielding and paying therefore yearly, and every year during the said term, the yearly Rent of one Pepper corn, at the Feast of, &c. if the same be lawfully demanded. And the said H. Duke of N. for himself, his Heirs, Executors and Administrators, doth Covenant, promise and grant, to and with the said N. F. his Executors and Administrators, by these Presents, That he the said Duke now is and standeth lawfully and absolutely seised of and in the said Castle, Honour, Borough, Manors, Lordships, Parks, Rectories, and all and singular other the Premises, of an absolute Estate of Freehold for his life, without any Condition in Deed or Trust to alter or incumber the said Estate: And that he hath now good Right, full Power, lawful and absolute Authority, to grant and demise the same, and every part thereof, to the said N. F. in manner aforesaid, according to the true Intent and Meaning of these Presents: And that he the said N. F. his Executors, Administrators and Assigns, shall and may quietly and peaceably have, hold, possess, and enjoy the said Castle, Honour, Borough, Manors, Lordships, Parks, Rectories, and all and singular other the Premises, for and during all the said term hereby demised, without the Lett, Trouble or Disturbance of the said Duke, or his Assigns: And free and clear, and

freely and clearly acquitted and discharged of and from former and other Gifts, Grants, Bargains, Sales, Judgments, Statutes, Recognizances, Executions, Extents, Seisures, Forfeitures, Estates, Titles, Troubles and Incumbrances whatsoever; the several Leases of several parts of the Premises to the several Tenants in possession only excepted and fore-prized. And further, that he the said Duke and his Assigns shall and will at any time during the Term hereby granted, at the Request. Costs and Charges in the Law of the said N. F. his Executors, Administrators and Assigns, make and execute such further Act and Acts, Thing and Things, Assurance and Assurances, in the Law whatsoever, for the further confirming to him the Term hereby demised: As by his or their Council Learned in the Law shall be reasonably devised, advised or required. **In witness, &c.**

THIS Indenture made, &c. between J. A. of S. in the County of S. Esq; of the one part; and J. S. of B. in the said County of S. Gent. S. D. and A. S. of B. aforesaid, Gent. of the other part, witnesseth; **That** the said J. A. for and in consideration of the Sum of Five shillings of lawful Money of *England*, to him in hand paid by the said J. S. S. D. and A. S. at and before the enfealing and delivery of these Presents, the Receipt whereof he the said J. A. doth hereby acknowledge, hath granted, bargained and sold; and by these Presents doth grant, bargain and sell unto the said J. S. S. D. and A. S. All the Capital Messuage called N. with the Houses, Barns, Buildings, Gardens, Orchards and Gate-Rooms thereunto belonging, situate and lying, and being in the Parish of S. aforesaid, and now, or late in the Tenure or Occupation of R. E. or of his Assignee or Assigns: And all those Lands, Tenements, Meadows, Pastures and Feedings to the said Messuage,

Messuage, belonging or appertaining, or accepted, reputed, taken or known as part or parcel of the same Capital Messuage, and therewithal now and heretofore used by the said *R. E.* by force of a Lease made and granted by *J. A.* deceased to *R. E.* bearing date, &c. and now in the Tenure or Occupation of the said *R. E.* his Assignee or Assigns, situate, lying, and being in the Parish of *S.* and *B.* aforesaid, in the said County of *S.* And also all that little Parcel of Land called the *C.* containing by Estimation two Acres, be it more or less, lying and being in the Parish of *H.* in the said County of *S.* between a Close of Land herein demised, called *W.* towards the North, and a Rodegate called *C.* and the Lands of *J. C. Esq;* towards the South, which said little Parcel of Land called the *C.* is divided from the said Lands called *W.* by certain Oaks there standing, as antient Bounders, and lieth open to the *W.* aforesaid. And also all that other Parcel of Land lying in *H.* aforesaid at the South-end of a Close therein demised, called *C.* containing three Acres and an half, and lieth between the said Lands called the *C.* towards the West, and the Lands of the said *J. A.* herein demised, called the *Upperwoods* towards the East, the Lands of *J. C.* towards the South, and *C.* aforesaid, on the North: And also all that Barn, and all those Lands, Tenements and Hereditaments, containing by Estimation Twenty five acres, be they more or less, now in the Tenure or Occupation of the said *R. E.* or of his Assignee or Assigns, and late before in the Tenure or Occupation of *H. B.* or of his Assignee or Assigns, situate, lying and being in the Parish of *S.* aforesaid, in the said County of *S.* All which said Capital Messuage, Lands, Tenements, Hereditaments and Premises, were demised unto the said *R. E.* by *R. H. Esq;* *N. M. C. G. A. Gent.* and *J. A.* Party to these Presents, by a certain Indenture of Lease, bearing date, &c. for and during the Term of One and
twenty

twenty years, to commence from the Feast of, &c. at and under the yearly Rent of One hundred pounds of lawful Money of *England*, payable at the Feast of, &c. by even and equal Portions: And also all the Ponds and Sluces for Fish, in and upon the Lands, Tenements and Hereditaments of the said *J. A.* called *N. Farm* aforesaid: And all Fish and Fishing of the same Ponds and Stews, and all the Fish there to be taken and had from time to time, to have and convert, and imploy to his and their own use, benefit and advantage: And also the Alderbrooks, and all other Underwoods, standing, growing and being, and which shall be standing, growing and being in and upon the Lands, Tenements, Hereditaments and Premises aforesaid, and which were demised unto the said *R. E.* by the said *R. H. N. M. G. A.* and *J. A.* Party to these presents, in and by another Indenture of Lease, bearing date, &c. for and during the Term of One and twenty years, to commence from the Feast of, &c. at and under the yearly Rent of Twenty pounds of lawful Money of *England*, payable at the Feasts of, &c. by even and equal Portions: And also all that Messuage, or Tenement and Farm, with the Garden, Orchard and Backside thereunto belonging and adjoining: And also all Lands, Tenements, Meadows, Pastures, Feedings and Hereditaments whatsoever, to the said Messuage belonging, commonly called or known by the name of *F. alias R.* or by whatsoever other name or names the same is called or known, containing by Estimation Threescore and ten acres, be they more or less, now in the Tenure or Occupation of the said *R. E.* or of his Assignee or Assigns, situate, lying and being in the several Parishes of *S.* aforesaid, or *C.* or in either of them in the said County of *S.* And also all other the Lands, Tenements and Hereditaments late of *J. A.* Esq; deceased, which were lately or heretofore,

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or are now used and occupied, with the said Messuage and Farm called *F. alias R.* aforesaid. And also all those four Clofes, or Crofts of Land, Meadow and Pasture, with the Appurtenances, commonly called or known by the several name and names of *T. T. Mead*, and *Green-Close*, or by whatsoever other name or names the same, or any or either of them are called or known lately, purchased by the said *J. A.* deceased of *G. M.* deceased, containing in all by Estimation Ten acres, be they more or less, lying and being in the Parish of *S.* aforesaid, now also in the Tenure or Occupation of the said *R. E.* or of his Assignee or Assigns: And also all that Garden, Plot, or little parcel of Land, containing by Estimation half an acre, lying in *S.* aforesaid, lately also purchased of the said *G. M.* And also all Commons, Ways, Easements, Profits, Commodities and Appurtenances whatsoever to the said Messuage, Farm, Lands and Premisses, belonging or in any wise appertaining: And also all, and all manner of Tithes of Corn, Grain, Grass and Hay coming, growing, arising, renewing and increasing, and which shall come, grow, arise, renew or increase in, upon, or out of and from all Lands and Tenements, lying and being within the said Parish of *S.* towards the East and South-East parts, from the Bounds after-mentioned; that is to say, from *R. End* in *S.* aforesaid near *T.* all along as the line leadeth to *S. alias S. Bridge* aforesaid, to the River-way Southwards, and from thence up the way to *V. Bridge*, and from thence along the Highway into the Marsh next *G.* called *P. Marsh*, and so as the Bounders of the Parish of *S.* aforesaid leadeth to *C.* Eastwards, and so all the Tithes of that End of the said Parish of *S.* called *B.* and back again to the End of *B.* aforesaid: And also all that little piece and parcel of Land lately purchased by the said *J. A.* deceased, of *J. P.* deceased, together
also

also with the Barn thereupon lately erected and set up, late parcel of the Orchard and Backside, late the said *J. P's*, now in the Tenure or Occupation of the said *R. E.* or of his Assignee or Assigns, near the Street of *B.* aforesaid : All which said Farm and Tithes aforesaid, were demised unto the said *R. E.* by the said *R. H. N. M. G. A.* and *J. A.* party to these Presents, by another Indenture of Lease, bearing date, &c. for and during the Term of One and twenty years, to commence from the Feast of, &c. at and under the yearly Rent of One hundred and fourscore pounds of lawful Money of *England*, payable at the Feasts of, &c. by even and equal Portions : Together with all Woods, Underwoods, Timber Trees, Ways, Waters, Fishings, Mines, Quarries, Commons, Commodities, Advantages, Emoluments, Rights, Members and Appurtenances whatsoever, to the said Messuages, Lands and Premises, or any part thereof belonging, or in any wise appertaining, or accepted, reputed, deemed or taken to belong or appertain to the said Messuage, Lands, Tenements and Premises, or therewith used, held, received, occupied or enjoyed as part, parcel, or member thereof, or of any part thereof : And the Reversion and Reversions, Remainder and Remainders, of all and singular the said Premises, and of every part thereof, with their and every of their Appurtenances, and also all the Estate, Right, Title and Interest, Claim and Demand whatsoever of him the said *J. A.* of, in, and to the same Messuages, Lands and Premises hereby granted, or herein mentioned to be granted, bargained and sold, or any part or parcel thereof ; To have and to hold the said Messuages, Lands, Tenements, Tithes, and all and singular other the said Premises, with their and every of their Rights, Members and Appurtenances, and every

every part and parcel thereof: And the Reversion and Reversions, Remainder and Remainders thereof, unto the said S. S. D. and A. S. their Executors, Administrators and Assigns, from the day before the date of these presents, unto the full end and term of Six months from thence next ensuing, and fully to be compleat and ended: To the intent that they the said J. S. S. D. and A. S. hereby and by force of the Statute for transferring Uses into possession, may be in the actual possession of the said Premises, and enabled to take a Grant of the Inheritance thereof to them and their Heirs, to such Uses, Intents and Purposes, as shall be therein, or thereby declared, limited or expressed. **In witness,** &c.

A Lease of a Mill, Pasture-ground, Horse and Cart-way to the Mill, with special Covenants.

[Drawn by Sir A. P.]

THIS Indenture made, &c. between H. G. of B. Hall in the County of E. Gent. of the one part; and T. R. of D. in the said County of E. Miller, of the other part, witnesseth; **That** the said H. G. for and in consideration of the Sum of Six pounds of lawful Money of *England* to him in hand paid by the said T. R. at and before the enfealing and delivery of these Presents; The Receipt whereof he the said H. G. doth hereby acknowledge, and also for and in consideration of the yearly Rent and Covenants hereafter in these presents mentioned and expressed, hath demised, granted, and to Farm letten, and by these presents doth demise, grant, and to Farm lett unto the said T. R. All that Windmill now called or known by the name of *B. Mill*, with all and singular the Appurtenances thereunto belonging:

longing: And also all that piece or parcel of Pasture, or Hay-ground belonging to the said Mill, called or known by the name of *Mill-bill*, containing by Estimation one Rood, be the same more or less, together with free way and passage to and from the said Mill with Men, Horses and Carts, the usual Ways to the said Mill: And also all that Tenement or Cottage situate in *B. Street*, and now in the Tenure or Occupation of *J. P. Widow*, with all and singular the Appurtenances thereunto belonging; To have and to hold the said Mill or Cottage, and other the Premises hereby demised, and every part and parcel thereof, with all and singular the Appurtenances, unto the said *T. R.* his Executors, Administrators and Assigns, from the Feast-day of, &c. next ensuing the date of these presents, unto the full end and term of Six years from thence next ensuing, and fully to be compleat and ended, yielding and paying therefore yearly, and every year during the said Term of Six years, unto the said *H. G.* his Heirs or Assigns, the Rent or Sum of Thirteen pounds six shillings and eight pence, of lawful Money of *England*, at the four most usual Feast-days or Terms in the year; that is to say, the Birth of our Lord God, the Annunciation of the Blessed Virgin *Mary*, the Nativity of *St. John Baptist*, and *St. Michael* the Archangel, by even and equal Portions: And also yielding and paying, and delivering unto the said *H. G.* his Heirs and Assigns, yearly and every year during the said Term of Six years, over and above the Rent aforesaid, three Couple of good fat Capons; that is to say, two Couple of Capons at the Feast of the Birth of our Lord God, and one Couple at the Feast of the Nativity of *St. John Baptist*: And if it shall happen the said yearly Rent of Thirteen pounds six shillings and eight pence, and three Couple of Capons, or any part thereof, to be behind and unpaid in part or in all, next after any of the Feast-days aforesaid,

aforesaid, in which the same ought to be paid in manner and form as aforesaid, by the space of Fourteen days, or if default be made in performance of the Covenants herein after-mentioned on the Lessees part to be done and performed, as is herein after expressed; That then and from thenceforth it shall and may be lawful to and for the said H. G. his Heirs and Assigns, into the said demised Premises, and into every part thereof, wholly to re-enter, and the same to have again, re-possess and enjoy, as in his and their former Estate. And the said T. R. his Executors, Administrators and Assigns, wholly to expel, amove and put out, any thing in these Presents contained to the contrary thereof in any wise notwithstanding. And the said T. R. for himself, his Heirs, Executors, Administrators and Assigns, and for every of them, doth Covenant, promise and grant, to and with the said H. G. his Heirs, Executors, Administrators and Assigns, in manner and form following; that is to say, That he the said T. R. his Heirs, Executors, Administrators and Assigns, shall and will during the said Term, at his and their own proper Costs and Charges, as often as need shall be and require, well and sufficiently uphold, maintain, repair and keep the said Mill and Tenement, with their Appurtenances, with all needful and necessary Reparations and Amendments whatsoever: And at the end of the said Term, or other sooner Determination of this present Lease, shall and will leave and yield up unto the said H. G. his Heirs or Assigns, the said Mill and Tenement, with their Appurtenances the Neckbrass and Stopbrass, and all other Implements to the said Mill belonging, so well and sufficiently upheld, maintained, repaired and kept, and also shall and will leave the Mill-stones belonging to the said Mill, as followeth; that is to say, The Running Stone, six Inches and an half thick at the Skeit, and the Bed Stone two Inches,

ches, at the Skeit : And what shall be wanting at the end of the Term aforesaid in the thickness of the Stones, as herein is mentioned, the said *T. R.* his Heirs, Executors, Administrators or Assigns, shall and will allow and pay unto the said *H. G.* his Heirs or Assigns, Twenty shillings of lawful Money of *England* for every Inch that shall be then so wanting, and so proportionably for any greater or lesser quantity : And also that he the said *T. R.* his Executors, Administrators and Assigns, shall not nor will not during the said Term, let, set, assign, or any other way put away or depart with this present Lease, or the Premises hereby demised, or any part or parcel thereof, for the Term of years hereby granted, or any part thereof, to any Person or Persons whatsoever, without the special Licence and Consent of him the said *H. G.* his Heirs and Assigns, first had and obtained in writing under his and their Hands and Seals. And the said *H. G.* for himself, his Heirs, Executors, Administrators and Assigns, doth Covenant, promise and grant, to and with the said *T. R.* his Executors, Administrators and Assigns, in manner and form following ; that is to say, That he the said *H. G.* his Heirs, Executors, Administrators and Assigns, shall and will during the said Term find, allow and lay upon the said Mill-hill, as often as need shall be and require, within three days next after notice given unto him or them by the said *T. B.* his Executors, Administrators or Assigns, sufficient Timber for Sails, Shrouds and Weather-boards, Dogs and other small Timber to be used about the said Mill : And shall and will within fourteen days after notice thereof to him the said *H. G.* his Heirs, Executors, Administrators or Assigns, given by the said *T. R.* his Executors, Administrators or Assigns, find, allow and lay upon the said Mill-hill sufficient Timber for Mill-posts, Axle-trees, Crown trees, and all other great Timber whatsoever, to be used and spent about the Repairs of the

the said Mill, and not elsewhere. And if such Timber as aforesaid, shall not be allowed and laid upon the said Mill-hill by the said H. G. his Heirs or Assigns, within the time limited as aforesaid, having notice given unto him or them by the said R. his Executors, Administrators or Assigns, as aforesaid; That then it shall and may be lawful to and for the said T. R. his Executors, Administrators and Assigns, to buy all such Timber for the Repairs of the said Mill as aforesaid, and to set off and deduct for the Purchase and Carriage of the said Timber unto the said H. G. his Heirs and Assigns, out of the next Rent that shall grow due for the same Mill, so much Money as the said Timber and Carriage shall amount unto. And further, that it shall and may be lawful by these Presents, to and for the said T. R. his Executors, Administrators and Assigns, paying the Rents above reserved, and performing, fulfilling and keeping the Covenants, Grants, Promises and Agreements, in these Presents mentioned and contained, which on the part of him the said T. R. his Executors, Administrators or Assigns, are and ought to be observed, performed, fulfilled and kept peaceably and quietly to have, hold, occupy, possess and enjoy the above demised Premises, and every part and parcel of the same, with all and singular the Appurtenances, during the Term hereby granted, without any Lett, Suit, Trouble, Denial, Molestation or Interruption of him the said H. G. his Heirs, Executors, Administrators or Assigns, or any other Person or Persons whatsoever, any Estate, Right, Title or Interest claiming by, from, or under him, them, or any of them. **In witness, &c.**

O

A

A Lease of a Farm, and divers Lands; with special Covenants.

THIS Indenture made, &c. between *M.H.* of, &c. in the County of, &c. of the one part; and *J.W.* of, &c. in the County of, &c. of the other part, witnesseth; **That** the said *M. H.* as well for and in consideration of the Rents and Services herein after reserved, and of the performance of the Covenants and Agreements, herein after expressed, and mentioned to be kept, done and performed on the part and behalf of the said *J. W.* and his Executors, Administrators and Assigns, as also for divers other good valuable Causes and Considerations her hereunto especially moving; Hath demised, granted and transferred, and to Farm letten, and by these Presents doth demise, grant, transfer, and to Farm, let unto the said *J.W.* his Executors, Administrators and Assigns, All that Messuage or Tenement, with the Appurtenances, situate, standing, and being in, &c. in the said County of, &c. To have and to hold the said mentioned demised Premises, and every part thereof, with the Appurtenances, unto the said *J.W.* his Executors, Administrators and Assigns, for and during, and unto the full End and Term of Ninety nine years from thence next ensuing, and fully to be compleat and ended, if the said *M. H.* shall so long live, yielding and paying therefore yearly, and every year during the said Term hereby demised unto the said *M. H.* and her Assigns, the yearly Rent or Sum of, &c. of lawful Money of *England*, upon the Feast of *St. Michael* the Archangel, and the Annunciation of the Blessed Virgin *Mary*, by even and equal Portions, the first payment thereof to begin upon the Feast-day of *St. Michael* the Archangel next ensuing the date thereof: And also yielding and paying unto the

the said *M. H.* and her Assigns, yearly and every year during the said Term thereby demised, upon the Feast-days of *St. Michael* the Archangel, and the Annunciation of the Blessed Virgin *Mary*, by even and equal Portions, the yearly Rent or Sum of, &c. of lawful Money of *England*, for every year of the said demised Premises, which the said *J. W.* shall plow, eyr, break up or convert into Tillage, or cause or procure to be plowed, eyred, broken up or converted into Tillage, other than such of the said mentioned demised Premises as have usually heretofore, and now are used in Tillage : And if it shall happen that the yearly Rent or Rents herein before reserved, or any of them, or any part thereof, shall be behind and unpaid, in part or in all, by the space of Twenty days next after any of the said days or times on which the same ought to be paid as aforesaid ; That then and from thenceforth it shall and may be lawful unto and for the said *M. H.* and her Assigns, into the said mentioned demised Premises, and every or any part thereof, with the Appurtenances, to enter and distrain for the same, and the Distress and Distresses there found, to take, lead, drive and carry away, and the same to detain, impound and keep until the said yearly Rent and Rents herein in manner and form aforesaid reserved, and the Arrearages thereof, if any such shall be, shall be unto the said *M. H.* and her Assigns, fully satisfied, contented and paid. And if it shall happen that the said yearly Rent or Rents herein before reserved, shall be behind and unpaid in part or in all, by the space of Thirty days next after any of the said days or times on which the same ought to be paid as aforesaid, (being lawfully demanded ;) That then and from thenceforth, it shall and may be lawful to and for the said *M. H.* and her Assigns, into and upon the said mentioned demised Premises, and every part thereof, with the Appurtenances, wholly to re-enter, and the

same to have again, retain, re-possess and enjoy as in his or their former Estates or Titles, any thing in these Presents contained to the contrary thereof in any wise notwithstanding. And the said *J. W.* for himself, his Heirs, Executors and Administrators, and every of them, doth Covenant, promise, grant and agree to and with the said *M. H.* her Executors, Administrators and Assigns, and every of them, by these Presents, That he the said *J. W.* his Executors, Administrators or Assigns, or some of them, shall yearly and every year, and from time to time, during the said Term hereby demised, well and truly content, satisfy, pay or cause to be paid unto the said *M. H.* and her Assigns, the said yearly Rent or Rents herein before reserved, to be payable at the several days and times herein before appointed for the payment thereof, and in such manner and form as the same shall hereafter grow due and payable, according to the true intent and meaning of these Presents: And the said *M. H.* for herself, her Heirs, Executors, Administrators and Assigns, and every of them, doth Covenant, promise, grant and agree, to and with the said *J. W.* his Executors, Administrators and Assigns, by these Presents; That she the said *M. H.* her Executors, Administrators and Assigns, shall on this side, and before the, &c. day of, &c. next ensuing the date hereof, amend and put the said Messuage or Tenement, and the Building and Out-houses thereunto belonging, at her own proper Costs and Charges, in good and Tenantable Repair. And the said *J. W.* for himself, his Heirs, Executors, Administrators and Assigns, and every of them, doth Covenant, promise, grant and agree, to and with the said *M. H.* her Executors, Administrators and Assigns, and every of them, by these Presents, in manner and form following; (that is to say) That he the said *J. W.* his Executors, Administrators and Assigns, shall and will from time to time, and at all times, from
and

and after the said, &c. day of, &c. next ensuing the date hereof, for and during all the then rest and residue of the said Term hereby demised, when and as often as need shall require, well and sufficiently repair, uphold, maintain, amend and keep the said mentioned demised Messuage or Tenement, and all the Buildings, Barns, Stables, Walls, Mounds and Fences thereunto belonging, in good and sufficient Repair, and the same so well and sufficiently repaired, upheld, maintained, amended and kept in good and sufficient Repair, at the end and expiration of the said Term hereby demised, or other or sooner determination thereof, shall and will leave, surrender and yield up unto the said *M. H.* and her Assigns, or to such other Person or Persons to whom the next and immediate Reversion of and in the said mentioned demised Premises, with the Appurtenances, shall after the end and expiration, or other sooner determination of the said Term hereby demised, belong and appertain: And also that he the said *J. W.* his Executors, Administrators and Assigns, shall and will from time to time, and at all times during the said Term hereby demised, well and sufficiently repair, amend, scowre, cleanse and keep in sufficient Repair all the Hedges, Ditches, Fences and Mounds in and about the said demised Premises, the same so well and sufficiently repaired, amended, scowred, cleansed and kept in good and sufficient Repair at the end or expiration, or other sooner determination of the said Term hereby demised, shall and will leave, surrender and yield up unto the said *M. H.* or her Assigns, or to such Person or Persons, or to whom the next and immediate Reversion of and in the said mentioned demised Premises, with the Appurtenances, shall belong and appertain. And further, that if at any time or times hereafter during the said Term hereby demised any of the Freeholders, Owners or Occupiers of any Land in, &c. aforesaid,

said, shall attempt or go about to improve or inclose the open or commonable Fields of, &c. aforesaid, or any part thereof, That he the said J. W. his Executors, Administrators or Assigns, shall not consent or agree thereunto without the special Licence of the said M. H. first had and obtained under her Hand and Seal. And if the said M. H. shall give Licence, or shall think good to give such Licence, That then the said J. W. his Executors, Administrators or Assigns, shall also consent and agree to such Improvement or Inclosure, and shall freely yield and agree to the exchange of such parts of the said mentioned demised Premises as the said M. H. shall think good to make for any other Lands in, &c. aforesaid, in order to such Improvement or Inclosure as aforesaid. And furthermore, that he, the said J. W. his Executors, Administrators and Assigns, shall and will yearly and every year during the said Term hereby demised, between the, &c. day of, &c. and the, &c. day of, &c. at his and their own proper Costs and Charges, fetch for the said M. H. one sufficient Cart-load of good Pit Coals, which shall contain 200 Weight at least, from such Coal-Pits or Delphs within, &c. Miles distant from the Town of, &c. aforesaid, or any other place within, &c. Miles distance thereof, as the said M. H. shall from time to time direct and appoint, the said M. H. from time to time allowing unto the said J. W. his Executors, Administrators or Assigns, the Price of each such Load of Coals which the same shall cost at the Pits or Delphs from which the same shall be fetched out of the next Rent that shall be due unto her upon and by virtue of these Presents: And moreover, that the said J. W. his Executors, Administrators or Assigns, shall not in any one year during the said Term hereby demised, cut down any more of the Hedges, Thorns, or Tynsil growing, or that shall grow upon the said demised Premises, with the Appurtenances, or any part thereof, than

than only after the rate and proportion of two Acres length in any one year, and that in an Husband-like and orderly manner, and at seasonable times in the year, and when and so often as the said *J.W.* his Executors, Administrators or Assigns, shall cut down any of the said Hedges, Thorns or Tynfel, the said *J.W.* his Executors, Administrators or Assigns, shall well and sufficiently cleanse and scowre up the Ditches, Mounds and Trenches against the place where such Hedges, Thorns or Tynfel, shall be from time to time cut down: And also that the said *J.W.* his Executors, Administrators or Assigns, shall not at any time or times during the said Term hereby demised, fell, cut down, crop, lop, or plash any of the Trees of Ash or Elm, standing or growing in or about the said demised Premises, or any part thereof; but it shall or may be lawful to and for the said *M. H.* and her Assigns, at all seasonable times during the said Term hereby demised at her Will and Pleasure, to enter upon the said demised Premises, or any part thereof, where any Tree or Trees of Ash or Elm is, or are, or shall be growing, and the same Trees of Ash and Elm to crop, top and plash, and the same Croppings, Toppings and Plashings have and retain, and for carrying the same away to come or enter upon the said demised Premises, or any part thereof, with her Servants, Workmen, Carts or Carriages. And further, that the said *J.W.* his Executors, Administrators and Assigns, shall and will from time to time, and at all times during the said Term hereby demised, in an Orderly and Husband-like manner, till, dress, manure and order the Arable Lands, parcel of the said demised Premises; and the same also in an Orderly and Husband-like manner tilled, dressed, manured and ordered, and in as good heart and plight as the same now are in, maintained and kept, at the end and expiration of the said Term hereby demised, or other

or sooner determination thereof, shall and will leave, surrender or yield up unto the said *M. H.* or her Assigns, or unto such other Person or Persons unto whom the next and immediate Reversion thereof shall belong and appertain. And furthermore, that the said *J. W.* his Executors, Administrators and Assigns, shall and will yearly, and every year during the said Term hereby demised, in Autum when Apples are usually gathered, deliver or cause to be delivered unto the said *M. H.* and her Assigns, four Strikes of such Apples that shall be growing and gathered in the Orchard, parcel of the said demised Premisses, as the said *M. H.* or her Assigns, or any other Person or Persons in that behalf nominated and appointed by her or her Assigns, shall chuse or think good to have. And it is Covenanted and agreed, by and between the said Parties to these Presents, That all such Taxes, Demises and Assessments, to or for the Church, Chappel, or Poor of, &c. aforesaid, or the Parochial Church unto which the Town or Village of, &c. aforesaid doth belong, or at any time or times during the said Term hereby demised, shall be taxed, set or imposed upon the said demised Premisses, or any part thereof, shall from time to time be paid and discharged by the said *J. W.* his Executors, Administrators and Assigns: And all other Taxes and Assessments whatsoever which at any time or times during the said Term hereby demised, shall be taxed, set or imposed upon the said demised Premisses, or any part thereof, shall be from time to time paid and discharged by the said *M. H.* her Executors, Administrators or Assigns, or else deducted or allowed unto the said *J. W.* his Executors, Administrators or Assigns, out of the Rent for the said demised Premisses that shall be due according to the Reservation aforesaid, next after the payment of the Taxes, Levies and Assessments. And the said *M. H.* for herself, her Heirs, Executors and Administrators, doth Covenant,

venant, promise, grant and agree, to and with the said *J.W.* his Executors, Administrators and Assigns, by these Presents, That he the said *J.W.* his Executors, Administrators and Assigns, for and under the payment of the said yearly Rent and Rents herein before reserved, and the performance of the Covenants, Promises and Agreements herein before expressed to be kept and performed on the part and behalf of the said *J.W.* his Executors, Administrators or Assigns, peaceably and quietly have, hold, use, occupy, possess and enjoy the said mentioned demised Premises, and every part thereof, with the Appurtenances, without the lawful Lett, Suit, Trouble, Interruption, Eviction, Molestation or Disturbance of the said *M.H.* his Heirs, Executors, Administrators or Assigns, or any of them, or of any other Person or Persons whatsoever, having or lawfully claiming to have, or that at any time or times hereafter, and during the said Term hereby demised, shall or may have or lawfully claim to have any lawful Estate, Right, Title or Interest into, or out of the said mentioned demised Premises, or any part thereof, with the Appurtenances, by, from or under the said *M.H.* her Heirs, Executors, Administrators or Assigns, or any of them, or by, from, under her, their, or any of their Act or Acts, Means, Consent or Procurement. **In witness, &c.**

A

A Lease made by one to a Trustee for a long Term to prevent Survivorship.

THIS Indenture made, &c. between J.S. of, &c. Baker, on the one part; and T.B. of, &c. Ironmonger, on the other part, witnesseth; **That** the said J.S. as well for and in consideration of the full Sum of, &c. of lawful Money of *England*, to him before the enfealing and delivery of these Presents in hand paid, as also for divers other Causes and Considerations him in this behalf especially moving, Hath granted, bargained, demised and set, and by these Presents doth grant, bargain, demise and set unto the said T.B. his Heirs, Executors, Administrators and Assigns, All that the Moiety or half part of all that Messuage, or Tenement and Stable, and of all those three Water-Corn Mills, with their Appurtenances, commonly called or known by the name of *B. Mills*, with the Moiety or other half part of all the Edifices and Buildings unto them, every or any of them belonging: And also all that the Moiety, or half part of all that the Garden, Orchard and Cherry-Orchard, there in the possession of one J.L. And all that the Moiety or half part of all those two Meadows or Pasture-Grounds, there called the *H. and Old-Lands*: And the Moiety or half part of all that other little Piece of Ground there, wherein certain other Twigs or Pearches do grow, with their and every of their Appurtenances: All which said Garden, Orchard, several mentioned Meadows or Pasture-ground now are and usually have been used, occupied and enjoyed, to and with the said Water-Corn Mill, and all which together with the said Mills, and other the Premises, are situate, lying and being at or near *B. Bridge* in the Parish of *L.* in the County of *L.* together with the Moiety or half part,

part of all Banks, Stanks, Ponds, Flood-Gates, Wears, Waters, Fishings, Commodities and Appurtenances whatsoever unto the said Mills and Grounds, or to any of them belonging, or therewithal, now or lately used, or of Right enjoyed : And the Moiety or half part of all Rents reserved, and henceforth to become due and payable upon any Lease heretofore made of the said granted Premisses, or any of them ; To have and to hold the said Moiety, or one half part of all the said herein before granted Messuage or Tenement and Mills, and all other the Premisses, as also all the Estate, Right, Title, Interest, Use, Possession, Claim and Demand whatsoever of him the said J. S. of, in or to the said Moiety, or one half part of all and singular the Premisses, unto him the said T. B. his Heirs, Executors, Administrators and Assigns, from the day next before the date hereof, for and during the full Term of 2000 years then next ensuing, and fully to be compleat and ended ; Yielding and paying therefore yearly, and every year during the said Term, unto the said J. S. his Heirs and Assigns, the Rent of one Pepper-corn at the, &c. day of, &c. if the same shall lawfully be demanded : And the said T. B. doth hereby ratify and declare, That this present Deed is made unto him, his Executors, Administrators and Assigns, as a Deed only in Trust to sever the Jointenancy, and to prevent and bar all Tenancy of the said Premisses by Survivorship of R. K. of, &c. in case he shall happen to survive and over-live him the said J. S. and R. K. for 126*l.* of lawful Money of *England* lately jointly purchased, and bought the said Messuage, Barn, Garden, Orchards, Mills, Grounds, Banks, Stanks, Ponds, Flood-Gates, Wears, Waters, Fishings, Commodities and Appurtenances herein before mentioned, to them, their Heirs and Assigns for ever, of W. L. of, &c. and M. his Wife, and R. L. of, &c. Son and Heir apparent of the said W. L. as by their Deed indented
of

of Feoffment thereof, unto the said J. S. and R. K. their Heirs and Assigns, duly executed with Livery and Seisin, and bearing date the 27th of *November* in the year of our Lord, &c. doth appear. **In witness,** &c.

A Grant of Tithes during the Life of the Rector of the Parish, made by the Rector's Lessee to another Layman.

THIS Indenture made, &c. between J. W. of H. &c. on the one part; and D. G. of, &c. on the other part, witnesseth; **That** the said J. W. for and in consideration of the annual Rent herein after reserved, Hath demised, granted, set, and to Farm lett, and by these Presents doth demise, grant, set and to Farm lett unto the said G. D. his Executors, Administrators and Assigns, All and all manner of Tithes of Corn, Grain, Hay and Herbage, yearly growing, increasing or happening within the Parish of L. with all Profits of what kind soever belonging to the Parsonage or Rectory there, except the Parsonage-house, Garden, the Court and Yard and Buildings there, and the Gleeb Land belonging to the said Parsonage; To have and to hold, receive and perceive, and take all and every the said Tithes, Profit and Herbage unto the said G. D. his Executors, Administrators and Assigns, from the day next before the date hereof, until the full End and Term of, &c. years from thence next ensuing, and fully to be compleat and ended if the said J. W. shall so long continue Rector of the said Rectory, Yielding and paying therefore yearly, and every year during the said Term, (if the said J. W. shall so long continue Rector of the said Rectory) unto him the said J. W. and his Assigns, the Rent and Sum of, &c. of lawful Money of *England*, at or upon the, &c. day of, &c. or within 50 days then next following, at or
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in the Parsonage-house aforesaid : Provided always if the said Rent of, &c. or any part thereof, shall be behind and unpaid by the space of, &c. days after the, &c. day of, &c. in any or either of the said years, (if the said J.W. shall so long continue Rector of the said Rectory aforesaid, the same being lawfully demanded) then this present Lease to cease, determine and be void, and of none effect : And the said G. D. doth for himself, his Heirs, Executors, Administrators and Assigns, and for every of them, Covenant, promise and grant, to and with the said J.W. his Executors and Administrators, and to and with every of them, by these Presents, That he the said G. D. his Executors or Administrators, shall and will well and truly from time to time, and at all times during the continuance of this Demise, pay and discharge all Military, Temporal and Civil Taxes which shall be imposed upon the said demised Premises, and shall pay and satisfy from time to time the Rent aforesaid, at the times aforesaid, or within, &c. days next after every of the said days of payment : And the said J. W. for himself, his Heirs, Executors and Administrators, and every of them, doth Covenant, promise and grant, to and with the said T.G. his Executors, Administrators and Assigns, and to and with every of them, by these Presents, That for and under the Rents and Covenants herein before expressed on the part of the said G. D. his Executors, Administrators or Assigns, to be well and truly paid, satisfied and performed in manner as aforesaid, he the said G. D. his Executors, Administrators or Assigns, shall and may have, hold and enjoy the Premises aforesaid, and every part and parcel thereof, during the said Term hereby granted, if the said J.W. shall so long be and continue Rector of the said Rectory, without any Trouble, Lett, Molestation, Eviction, Ejection, Interruption or Denial of him

him the said *J. W.* or his Assigns, or any other Person or Persons, claiming by, from or under him.
In witness, &c.

A Lease of Lands belonging to a Parish, with special Covenants.

THIS Indenture made, &c. between *T. B.* and *D. H. Gent.* Guardians of the Church of *St. Michael* in *B.* in the County of *L.* on the one part; and *J. R.* of, &c. on the other part, witnesseth; **That** the said Guardians, by and with the consent and approbation of *H. D. C. O. R. B.* and other of the Feoffees of the Lands belonging to the said Parish, and also of other the Parishioners there, as well and in consideration of the yearly Rent herein and hereby hereafter reserved to be truly paid in manner as hereafter in these Presents is expressed, as also for and in consideration that he the said *J. R.* his Executors, Administrators and Assigns, shall and will forthwith with all convenient speed, at his and their or some of their own proper Costs and Charges, amend and repair all and singular the Messuages, with the Appurtenances hereafter, in these Presents demised in all and every the Ruins and Decays, and needful Places to be mended thereof, with good substantial and sufficient Reparations, and with good and substantial Materials, the same being now much ruined and out of repair; Have demised, granted, set and to Farm lett unto the said *J. R.* his Executors, Administrators and Assigns, All that Messuage or Tenement, and Stables, with the Appurtenances, late in the occupation of him the said *J. R.* situate and being in, &c. in the said City, between a Messuage or Tenement, in the occupation of *E. D.* the elder, on the North part, and a Messuage or Tenement in the

the occupation of J. G. on the South part, and which said demised Messuage or Tenement, and Stables, was heretofore in the Tenure or occupation of R. H. deceased, To have and to hold the said demised Messuage or Tenement, and Stables, with the Appurtenances, and every part and parcel thereof, unto the said J. R. his Executors, Administrators and Assigns, from the Feast-day of St. Michael the Archangel last past before the date hereof, until the full End and Term of, &c. years, fully to be compleat and ended, Yielding and paying therefore yearly, and every year during the said Term, unto the said Guardians and their Successors: And in default of such Successors, then to such Person or Persons as the said Guardians, Parties to these Presents, and the major part of the Feoffees for the Lands of the said Parish, or the major part of the Parishioners of the said Parish from time to time shall nominate and appoint the annual Rent or Sum of, &c. of lawful Money of England, at four usual Feasts or Terms in the year; (that is to say) at the Feast-day of the Nativity of our Lord Christ, the Feast-day of the Annunciation of the Blessed Virgin Mary, the Feast-day of the Nativity of St. John Baptist, and the Feast-day of St. Michael the Archangel, by even and equal Portions; and one Pottle of Muscadine, or Two shillings of lawful Money of England, in lieu thereof yearly, and every year at the Feast of Easter, during the said Term: And the said J. R. for himself, his Executors, Administrators and Assigns, doth Covenant, promise and grant, to and with the said T. B. and D. H. and either of them, their or either of their Executors and Administrators, and to and with every of them by these Presents, in manner and form following; (that is to say) That he the said J. R. his Executors and Administrators, shall and will from time to time during the said Term, pay and satisfy the Rent aforesaid, and the said Muscadine

dine or 2 s. in lieu thereof, in manner as herein before is limited for payment thereof: And also that he the said J. R. his Executors, Administrators and Assigns, or some of them, shall within the space of Six months next after the date of these Presents, well and sufficiently amend and repair the Ruins and Decays, and needful Places of Amendment of the said demised Messuage and Premisses, and of every part thereof, with good, sufficient and substantial Materials and Reparations, and so in good and sufficient, and substantial Reparation shall from time to time, and at all times during the said Term, keep and maintain the said demised Premisses, and every part and parcel thereof; and the same being so well and sufficiently repaired, maintained and kept, in the end of the said Term shall leave and yield up unto the said Guardians or their Successors, or in default of such Successors, then to such Person or Persons as shall be noted and appointed to receive the same by the major part of the Feoffees of the Lands belonging to the said Parish, or the major part of the Parishioners of the said Parish for the time being: Provided always that if it shall happen the said yearly Rent or Muskadine, or Two shillings in Money in lieu thereof, to be behind or unpaid in part, or in all by the space of One month next after any or either of the said Feast-days or times of payment, in which the same ought to be paid, (being lawfully demanded) or the said Repairs not to be made and continued as aforesaid; That then and from thenceforth this present Demise and Lease to cease and determine, and be utterly void to all intents and purposes whatsoever, and that then and from thenceforth it shall and may be lawful to and for the said Guardians, and their Successors; and in default of such Successors, then to such Person or Persons as shall be nominated and appointed by the said major part of the said Feoffees

or

or Parishioners for the time being, into the said demised Premisses, and every part thereof, to re enter and the same to keep and detain, to and for such use and uses as the same are, shall be, or ought to be kept and employed, any thing in these Presents contained to the contrary thereof in any wise notwithstanding. In witness, &c.

A Lease made by a Man to Trustees for the Maintenance of his Wife, after his decease.

THIS Indenture made, &c. between L. H. of, &c. on the one part; and D. B. of, &c. Yeoman, of the other part, witnesseth; **That** the said L. H. for and in consideration of the Love and Affection which he beareth to M. H. his now Wife, and for some means of Maintenance for her during her natural Life, after the decease of him the said L. in case she shall survive him the said L. hath upon the Trust hereafter in these Presents mentioned, demised, granted, set, and to Farm let unto the said D. B. his Executors, Administrators and Assigns, all that Coppise or Woody-ground, with the Appurtenances, commonly called or known by the name of, &c. situate, lying and being in G. in the aforesaid County of Y. there containing by Estimation forty Acres be the same more or less, with the Messuage, Tenement and Buildings thereupon lately erected and built. All which said Tenements or Messuage, Coppise or Woody-ground, with their Appurtenances, now are or late were in the Tenure or Occupation of the said A. T. And also all that annual or chief Rent, or Sum of, &c. issuing and to be issuing, due and payable to him the said L. H. his Heirs and Assigns, out of certain Messuages, Lands and Hereditaments in L. aforesaid, in the aforesaid County of Y. now or late in the Tenure or Occupation of

one R. S. his Assigns or Under-Tenants. All which said demise Messuages or Tenements, Coppise or Woody-ground, with the Appurtenances, together with the said annual Rent or Sum of, &c. he the said R. H. lately bought and purchased of J. R. of, &c. in the County aforesaid; To have and to hold the aforesaid Messuage or Tenement, and the aforesaid Coppise or Woody-ground, with their Appurtenances; and to have, take and receive, perceive and enjoy the aforesaid annual Rent or Sum of, &c. unto the said D. B. his Executors, Administrators and Assigns, immediately from and after the death of the aforesaid L. H. unto the end and term, and for and during the term of, &c. years, if the said M. the now Wife of him the said J. H. shall so long live, Yielding and paying therefore yearly, and every year during the said term, unto the said L. H. and the Heirs and Assigns of him the said L. one Pepper-corn at the Feast of the Nativity of our Lord God and Saviour Christ, if the same shall be lawfully demanded; yet nevertheless upon special Trust and Confidence in the said D. B. his Executors, Administrators and Assigns, by him the said L. reposed, and to the intent and purpose that the said D. B. his Executors, Administrators and Assigns, shall and will permit and suffer her the said M. H. and her Assigns, during all the time of the continuance of this present Demise and Lease, to have, take, receive, perceive and enjoy all and singular the Rents, Issues and Profits of all and singular the aforesaid Messuage or Tenement, and the said Coppise or Woody-ground, with their Appurtenances, together with the said annual Rent or Sum of, &c. *per Annum*, and every part thereof, to and for the only use and behoof of her the aforesaid M. and her Assigns, during all the continuance of this Demise. And the said L. H. for himself, his Heirs, Executors, Administrators and Assigns, and for every of them, doth Covenant, promise and grant,

grant, to and with the said D. B. his Executors and Assigns, and every of them, that he the said D. B. his Executors and Administrators, shall and may upon the trust aforesaid, quietly and peaceably have, hold and enjoy all and singular the said herein before demised and granted Premises, and every part and parcel thereof, during all the continuance of the Demise and Grant aforesaid, without any Lett, Trouble, Molestation, Eviction, Interruption or Denial of the Heirs or Assigns of him the aforesaid L. or of any other Person or Persons claiming, or to claim the said Premises, or any part thereof, from, by, or under him the said L. his Heirs or Assigns, or any or either of them. **In witness, &c.**

A Lease of an Impropriation, with the Glebe and Tithes.

THIS Indenture made, &c. between R. C. of, &c. Gent. on the one part; and M. B. of, &c. Gent. on the other part, witnesseth; **That** the said R. C. for and in consideration of the annual Rents, Covenants and Conditions, on the part of the said M. B. herein after mentioned to be paid and performed, and for other good Causes and Considerations, him the said R. C. in this behalf especially moving, Hath upon the Exceptions herein after mentioned, demised, granted, let, and to Farm let unto the said M. B. his Executors, Administrators and Assigns, All that the Rectory or Parsonage of C. aforesaid, in the said County of G. Together with all those the Glebelands, Meadows, Leasows and Pastures, and all manner of Tithes, Tenths and Tenth-parts, Oblations, Obyentions, Commodities, Advantages, Emoluments and other things whatsoever, and of what nature or kind soever, to the said Rectory or Parsonage, or to any part thereof belonging or being, or reputed or taken to be part, parcel or member of the said

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Rectory

Rectory or Parsonage of C. in the County of L. except and always reserved out of this present Demise, and grant unto the said R. C. his Executors, Administrators or Assigns, all that part of the Glebe-land of the Rectory or Parsonage aforesaid, now in the Occupation of one T. W. of C. aforesaid; (that is to say) One piece of the said Glebe-land, containing by Estimation one Acre and half an Acre, be it more or less: And the Tithes, Tenths and Profits of the said Parties: And of all the Tithes and Tenths of all and singular the Lands and Tenements of the said M. B. in C. aforesaid: And which are his own proper Lands and Tenements, and now in his own Occupation or Possession of his Under-Tenant or Under-Tenants, Assignee or Assignees; To have, hold, take and receive, perceive and enjoy all and singular the said demised, or meant, mentioned or intended to be herein or hereby demised, granted Premisses, and every part thereof, (except before excepted) unto the said M. B. his Executors, Administrators and Assigns, immediately from and after the First day of, &c. next ensuing the date of these Presents, unto the end and term of, &c. years then next following fully to be compleat and ended, Yielding and paying therefore yearly, and every year during the said Term, unto the said R. C. his Executors, Administrators or Assigns, the Rent or Sum of, &c. of lawful Money of *England*, at two several days of payment in every year; (that is to say) At the Feast-day of, &c. commonly called *Lammas-day*, and the Second day of, &c. by even and equal Portions, the same payment to be made at H. the Sessions-Hall within the City of G. And if it shall happen the said annual Rent or Sum of, &c. or any part thereof, to be behind or unpaid at the place aforesaid, limited for the payment thereof by the space of, &c. days next after any or either of the said day or days of payment, being lawfully demanded at the

the place aforesaid; That then and from such default or neglect of payment, this present Demise and Lease to cease, determine and be utterly void to all Intents and Purposes whatsoever: And the said *M. B.* for himself, his Executors, Administrators and Assigns, and for every of them, doth promise, covenant and grant, to and with the said *R. C.* his Executors, Administrators and Assigns, and to and with every of them, in manner and form following; (that is to say) That he the said *M. B.* his Executors, Administrators and Assigns, shall and will yearly, and every year at the place and days of payment aforesaid, or within Forty days next after every of the said days of payment before mentioned, well and truly pay the Rent aforesaid, in manner aforesaid: And also shall and will from time to time during the said Term, as often as need shall require, bear and pay towards the Charge and necessary Repair of the Chancel of the said Parish Church of, &c. five parts of six parts in the whole of the necessary Repairs and Amendments of the said Chancel, excepting only if the Walls of the said Chancel shall happen without wilful neglect of the said *M. B.* his Executors, Administrators or Assigns, in his said Proportion of Repairs thereof to fall down; Then and in that Case the said *M. B.* his Executors, Administrators or Assigns, not to be charged with the re-edifying of the said Wall, or any part thereof; but the said *R. C.* his Executors, Administrators or Assigns, to re-edify the same at his or their own proper Costs and Charges: And the said *M. B.* for himself, his Executors, Administrators and Assigns, and for every of them, doth Covenant, promise and grant, to and with the said *R. C.* his Executors, Administrators and Assigns, and to and with every of them, by these Presents; That he the said *M. B.* his Executors, Administrators and Assigns, shall and will from time to time, and at all times hereafter during the said Term, repair

and amend the two Bays of Barn aforesaid; (that is to say) where the Threshing-floor is, and the, &c. next unto the same Threshing-floor on the side towards the Church aforesaid, with good and sufficient Repairs in the end of the said Term, shall leave and yield up unto the said R. C. his Executors, Administrators and Assigns: And the said R. C. for himself, his Executors, Administrators and Assigns, and for every of them, doth Covenant, promise and grant, to and with the said M. B. his Executors, Administrators and Assigns, and to and with every of them by these Presents, That he the said M. B. his Executors, Administrators and Assigns, for and under the yearly Rent, Covenants, Clauses and Conditions herein before expressed, on the part of the said M. B. his Executors and Assigns, to be paid and performed as aforesaid, shall and may quietly and peaceably have, hold, use, occupy, receive, perceive and enjoy all and singular the demised, meant or intended to be herein or hereby demised and granted Premises, and every part thereof, (except as is before excepted) without any Lett, Trouble, Molestation, Eviction, Ejection, Interruption or Denial of him the said R. C. his Executors, Administrators or Assigns, or of any other Person or Persons whatsoever claiming, or which shall or may claim the same Premises, or any part thereof, by, from or under him, them, or any or either of them: And also that he the said R. C. his Executors, Administrators and Assigns, shall and will from time to time, and at all times during the aforesaid Term of One and twenty years bear, pay and discharge all and all manner of Levies, Taxes, Impositions, Contributions, and all Military Charges, to be charged, taxed, assessed or imposed upon, or for the said before or hereby demised Premises, or any part thereof, or upon the said M. R. his Executors, Administrators or Assigns, or any or either of them, for or by reason of his
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being Tenant or Enjoyer of the said Premises, or any part thereof, by virtue of these Presents, except only all Taxes, Levies and Impositions to be laid or imposed upon the said *M.B.* his Executors, Administrators or Assigns, for or toward the relief of the Poor of the Parish of *C.* and to the Church there; and that five parts towards repair of the Chancel in manner aforesaid. All which matters by this last Exception excepted, the said *M.B.* his Executors, Administrators and Assigns, are from time to time to bear and pay and discharge, during the Term aforesaid. In witness, &c.

A Lease of a Term to prevent Survivorship.

THIS Indenture made, &c. between *M.W.* of, &c. *T.P.* of, &c. and *J.* his Wife; and *J.W.* of, &c. and *A.* his Wife, (Administratrixes of the Goods and Chattels of *E.W.* heretofore of, &c. deceased) on the one Party; and *R.S.* of, &c. Gent. and *J.C.* of, &c. Gent. on the other Party, witnesseth; That the said *M.W.* *J.P.* and *J.* his Wife, *J.W.* and *A.* his Wife, for and in consideration of the Sum of 5 s. of lawful Money of *England*, to them in hand paid before the entreating and delivery of these Presents; And for divers other good Causes and Considerations them moving, have demised, granted, bargained, set and to Farm let: And by these Presents do demise, grant, bargain, set and to Farm let unto the said *R.S.* and *J.C.* their Executors, Administrators and Assigns, and every of them, All that Meadow or parcel of Meadow-ground, called or known by the name of *B. Meadow*, containing by Estimation Twelve acres or thereabouts, be it more or less, situate, lying and being in *H. Fields*, in the Parish of *H.* and County aforesaid: Together with all Profits, Commodities and Hereditaments thereunto belonging; And all

that Close or Pasture, and one Meadow thereunto adjoining, lying and being in *H. Fields* aforesaid, with all Edifices and Buildings thereunto belonging or appertaining, which were heretofore in the Tenure of *R. H.* or his Assigns; To have and to hold the said Meadow, called *B. Meadow*, with its Appurtenances, unto them the said *R. S.* and *J. C.* their Executors, Administrators or Assigns, from the day next before the date of these Presents, for and during the Term of, &c. thence next ensuing, and fully to be compleat and ended: And to have and to hold the rest and residue of all and singular the said Messuages or Tenements, and Premises, with the Appurtenances, unto the said *R. S.* and *J. C.* their Executors, Administrators and Assigns, from the day next before the date hereof, for and during the term of, &c. from thence also next ensuing fully to be compleat and ended: Yet nevertheless upon special Trust and Confidence in them the said *R. S.* and *J. C.* by the said *M. W. T. P.* and *J.* his Wife, *J. W.* and *A.* his Wife, reposed; That they the said *R. S.* and *J. C.* their Executors, Administrators and Assigns, shall and will from henceforth, during the said several and respective Terms, permit and suffer the said *M. W. T. P.* and *J.* his Wife, *J. W.* and *A.* his Wife, their Executors, Administrators or Assigns, to take and receive to their and every of their proper Use and Uses, the Rents, Issues and Profits of all and singular the said herein before granted and bargained Premises, and every part and parcel thereof, in manner following; (that is to say) The said *M. W.* her Executors, Administrators and Assigns, to have and enjoy one full third part of three proportionable parts of the whole, to be divided to her and their own proper Use and Uses: And the said *T. P.* and *J.* his Wife, their Executors, Administrators and Assigns, to have and enjoy one other full third part of three proportionable equal parts of the whole, to be

be also divided. And the said *J.W.* and *A.* his Wife, their Executors, Administrators and Assigns, to have and enjoy the other full third part of three proportionable equal parts of the whole to be divided, without any right of Survivorship to be had by any or either of them, by virtue of the Letters of Administration of the Goods and Chattels of the aforesaid *J.W.* And the said *M.W.* for her part, and for her Executors, Administrators and Assigns; and the said *T.P.* and *J.* his Wife, for their parts, and for their respective Executors, Administrators and Assigns: And the said *J.W.* and *A.* his Wife, for their parts, and for their respective Executors, Administrators and Assigns, do hereby mutually agree the one with the other of the said Administrators of the Goods and Chattels of the aforesaid *E.W.* And so hereby do declare, That the said Rents, Issues and Profits of the said herein before granted Premises, shall from henceforth be had and received, according to the Intention and Meaning of these Presents, and as herein before is mentioned and agreed and declared, without Contradiction of any or either of them the said Administrators of the Goods and Chattels of the said *E.W.* or any or either of their Executors, Administrators or Assigns: And the aforesaid *R.S.* and *J.C.* do hereby declare, That this present Indenture of Lease, or Bargain and Sale, is made to them, their Executors, Administrators and Assigns, only in trust for the Uses, Intents, and Purposes aforesaid. In witness, &c.

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A Lease for years to commence after a Lease for Lives.

THIS Indenture made, &c. between R. M. of O. in the County of S. of the one part, and W. G. of N. in the County of S. aforesaid, of the other part, witnesseth; That the said R. M. for divers Causes and Considerations him the said R. M. hereunto moving, and especially for and in consideration of the Sum of, &c. of lawful Money of England to him the said R. M. in hand paid by the said W. G. before the enfealing and delivery of these Presents, whereof and wherewith the said R. M. doth acknowledge himself to be fully satisfied, and thereof, and of every part and parcel thereof, doth clearly and absolutely release, acquit, exonerate and discharge the said W. G. his Executors and Administrators, for ever by these Presents, Hath demised, granted, set and to Farm letten; and by these Presents, doth demise, grant, set and to Farm let unto the said W. G. his Executors and Assigns, All and all manner of Tithes and Tenths of Corn, Grain and Hay, yearly coming, growing, renewing and increasing, and upon and out of all those Grounds and Closes, commonly called or known by the name of, &c. situate, set, lying and being within the Parish of A. in the said County of S. now in the Tenure or Occupation of S. or his Assignee or Assignees, whereof or out of which said Grounds or Closes called, &c. any Tithes or Tenths of Corn, Grain or Hay, have at any time or times heretofore been usually taken, received, paid or enjoyed: And also all, and all manner of Tithes, Tenths of Corn and Grain, yearly growing, renewing, coming or increasing in, upon or out of all those Grounds, Fields and Closes, situate, set, lying and being at H. within the Parish of H. in the County aforesaid, now in the Tenure or Occupation

pation of one *A. F.* or of his Assignee or Assignees, whereof or out of which said Grounds, Fields or Closes, and Tithes or Tenths of Corn, Grain and Hay, have at any time or times heretofore been usually paid, taken, received or enjoyed; To have and to hold the said Tithes and Tenths of Corn, Grain and Hay, and other the Premises, with the Appurtenances, unto the said *W. G.* his Executors, Administrators and Assigns, from and immediately after the death and decease of the said, &c. unto the full end and term of, &c. from thenceforth next following, and fully to be compleat and ended, if the said *W. G.* and *F.* Wife of the said *W. G.* or either of them, do or shall live so long, yielding and paying therefore yearly after the death or decease of the said, &c. as aforesaid, during the said Term, unto the said *R. M.* his Heirs or Assigns, the Sum of, &c. of lawful Money of *England*, at the Feast, &c. at or in, &c. the first payment to be made at, in or upon the Feast, &c. that shall happen to be next after the death or decease of the said, &c. And if it happen the said yearly Rent to be behind and unpaid, in part or in all after the said Feast-day of, &c. before specified, in which the same ought to be paid as aforesaid, by the space of Ten days, being lawfully demanded; That then, and so often as the said *W. G.* his Executors and Assigns, shall pay or cause to be paid unto the said *R. M.* his Heirs or Assigns, the Sum of, &c. of lawful Money of *England*, for and in the name of a Pain or Penalty; and the said *W. G.* doth Covenant, promise and grant for himself, his Heirs, Executors and Administrators, to and with the said *R. M.* his Heirs and Assigns, and to and with every of them by these Presents; That he the said *W. G.* his Executors and Assigns, shall not, nor will not at any time or times hereafter, wittingly or willingly permit or suffer any Tithes or Tenths of Corn, Grain or Hay, to be deducted, concealed or withholden, which shall be
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issuing, going, or payable out of the said Grounds, Fields or Closes before demised, or out of any of them: And that the said *W.G.* his Executors or Assigns, shall and will at all times, and from time to time during the said Term, do his and their best and uttermost endeavour for the recovering, having, receiving and enjoying of the said Tithes and Tenths, and of every part and parcel thereof: And the said *R. M.* for himself, his Heirs, Executors and Administrators, doth Covenant, promise and grant, &c. (as in Covenants of enjoying.) In witness, &c.

A Lease of Part of a Manor, for Years, with usual Covenants.

THIS Indenture made, &c. between *E.S.* of, &c. in the County of, &c. of the one part; and *T. A.* the younger of, &c. of the other part, witnesseth; That the said *E.S.* for and in consideration of the Payments of the Rents, and Performance of the Covenants and Agreements, hereafter in these Presents mentioned and expressed on the part and behalf of the said *T. A.* his Executors, Administrators and Assigns, to be done and performed, and for divers other good and valuable Causes and Considerations, him the said *E.S.* hereunto moving, Hath demised, granted, leased, set, and to Farm letten, and by these Presents, doth demise, grant, set, and to Farm let unto the said *T. A.* his Executors, Administrators and Assigns, All those Pieces and Parcels of Arable Land, Hay-Ground, Meadow, Pasture and Grass-Ground, with their and every of their Appurtenances, containing by Estimation one Yard-land or thereabouts, lying and being within the Fields, Liberties, Precincts or Territories of *Q.* aforesaid, in the said County of *L.* being Parcel of the Lands there called, &c. and being set forth and marked out by

by the said E. out of the rest of the same Lands, there called, &c. and being now or late in the Tenure or Occupation of the said E. S. or his Assigns, Farmers or Under-Tenants ; Together with all Hades, Balks, Leys, Leafows, Lot-grass, Parting-grass, Commons for two Cows, and Commons for Horses and Sheep, ratably and proportionably for one Yard-land, in the Fields and commonable Places of Q. aforesaid, according to the Usage and Custom there, Ways, Easements, Paths, Passages, and all other Profits, Privileges, Commodities, Advantages and Appurtenances, now used and belonging unto the said several Pieces and Parcels of Ley-ground, Arable-Land, Meadow and Pasture, Grass-ground and Premises hereby demised, to or with any Part or Parcel thereof, excepted and always reserved out of this Demise unto the said E. S. his Heirs and Assigns, All the Grass-ground, Meadow ground and Pasture-ground belonging to the said hereby demised Premises, lying and being in certain Places within the Fields or Lordship of Q. aforesaid, called or known by the several names of, &c. or any of them ; and also all the Gorze, Thorns and Trees, Wood and Underwoods now standing, growing and being, or which at any time or times hereafter shall be upon the said demised Premises, or any part or parcel thereof, with free liberty to and for him the said E.S. his Heirs and Assigns, and his and their Servants, Agents and Workmen, to top, crop, fell, cut down, take and carry away the same without the Lett, Contradiction or Denial of the said T.A. his Executors, Administrators and Assigns, or any of them ; To have and to hold the several Pieces and Parcels of Arable Land, Ley-ground, Meadow, Pasture and Grass-ground and Premises hereby demised, with the Appurtenances, (except before excepted) unto the said T. A. his Executors, Administrators and Assigns, from the, &c. day of, &c. last before

before the date of these present Indentures, for and during, and until the full end and term of, &c. years from thence next ensuing, and fully to be compleat and ended; Yielding and paying therefore yearly, and every year during the said Term demised, unto the said E. S. his Heirs or Assigns, the yearly Rent or Sum of, &c. of lawful Money of *England*, upon the, &c. day of *M.* yearly if the same be lawfully demanded, and also one Couple of young and well fed Capons yearly, during the said Term, upon the Feast-day of *St. Michael* the Archangel; and also yielding, doing and performing, and keeping all and singular the Covenants, Promises and Agreements hereafter in these Presents mentioned, expressed and declared on the part and behalf of the said T. A. his Executors and Assigns, and every or any of them to be observed, performed, fulfilled and kept according to the true intent and meaning of these Presents: And the said T. A. for himself, his Heirs, Executors, Administrators and Assigns, and every of them, doth Covenant, promise, grant and agree, to and with the said E. S. his Executors, Administrators and Assigns, and every of them by these Presents, in manner and form following; (*viz.*) That he the said T. A. his Executors, Administrators and Assigns, or some or one of them, shall and will from time to time, and at all times hereafter during the continuance of this present Demise, well and sufficiently at his and their own proper Costs and Charges in all things, (Corn and Manure excepted) plow, dress, sow, harrow, till, ordure and manure for the said E. S. his Heirs and Assigns, All these several Pieces and Parcels of Arable Land in the Fields of *Q.* aforesaid, containing by Estimation, or accounted to be one Yard-land, or so much Arable Land as belongeth to one Yard-land, being other parcel of the said Lands called, &c. already marked and set out by the said E. S. and the said T. A. to be plowed, dressed, sowed,

sowed, tilled and manured for him the said E. S. his Heirs and Assigns, by the said T. A. his Executors, Administrators and Assigns, he the said E. S. his Heirs and Assigns, finding and providing Seed and Manure for sowing and manuring of the said, &c. which said Seed and Manure so as aforesaid to be provided: The said T. A. for himself, his Executors, Administrators and Assigns, doth hereby Covenant, promise and agree, to and with the said E. S. his Heirs and Assigns, upon notice or warning given to the said T. A. his Executors or Administrators, to carry the same from the Mansion-house of the said E. in Q. aforesaid, and from such other place and places within the Town or Lordship, as the said E. S. his Heirs or Assigns, shall from time to time direct and appoint unto the said Arable Lands, and sow the said Arable Lands with the said Seed so provided, and harrow and order the same, and lay and order the same, and lay and spread the said Manure upon the said Arable Land, and do all other things requisite and convenient for the dressing, tilling, ordering and manuring of the said Arable Lands in as good manner and sort as the better sort of Husbandmen in Q. aforesaid do their Lands there; And also that he the said T. A. his Executors, Administrators or Assigns, shall and will yearly, and every year during the said Term hereby demised from time to time, and at all times immediately upon notice or warning given to him or them, by the said E. S. his Heirs and Assigns, carry for the said E. unto the Mansion-house of the said E. in Q. aforesaid, or to such other place or places in Q. aforesaid as he the said E. S. his Heirs and Assigns, shall from time to time direct and appoint, not only all the Corn and Grain yearly arising and growing upon the said last mentioned Land, but also that shall be yearly arising and growing upon the Grass-ground and Meadow-ground in the said places called D. B. And also one third part of the Hay of
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the said *E.* yearly growing in a certain place called *B.* the said Corn and Hay being first mowed, cocked, shocked, reaped and made ready for the Cart at the proper Costs and Charges of the said *E. S.* his Heirs or Assigns. And also that he the said *T. A.* his Executors, Administrators or Assigns, or some or one of them, shall and will from time to time, and at all times hereafter, during the said Term hereby demised, when and so often as the said *E. S.* his Heirs or Assigns, shall reasonably direct or require, carry for the said *E.* his Heirs or Assigns, so many Loads of Gorze, Furze, Thorn, Lime, Wall, Stone and other Carriages, to the Manor-house of the said *E. S.* in *Q.* aforesaid, as he or they shall reasonably require: And also that he the said *T. A.* his Executors, Administrators or Assigns, or some or one of them, shall and will yearly till, plow and dress for the said *E. S.* his Heirs or Assigns, for so many years of the said Term hereby demised as the said *E. S.* shall direct, so much and such part of certain places called, &c. as the said *E.* his Heirs and Assigns, shall direct or appoint, so that the same do not exceed, &c. thereof: And so as the said *T. A.* his Executors or Assigns, be not hereby compelled or compellable to plow the said Close called *H. Close*, in any of those years in which the said other places called, &c. or either of them, shall be plowed and had in Tillage: And also that he the said *T. A.* his Executors, Administrators or Assigns, or some or one of them shall and will from time to time, and at all times hereafter, during the Term hereby demised, well and truly do, pay, perform, discharge and satisfy, or cause or procure to be well and sufficiently done, paid, performed, discharged and satisfied all and all manner of Taxes, Payments, Assessments, Levies, Charges, Duties and Impositions whatsoever, and of what nature or kind soever, which at any time or times hereafter during the said Term hereby demised, which shall

shall be issuing, payable out of, or charged upon the said Premises hereby demised, and every or any part or parcel thereof, or upon the said *E. S.* his Heirs or Assigns, for or in respect of the said hereby demised Premises, and of and from all such Taxes, Payments, Assessments, Levies, Charges, Duties and Impositions, shall and will from time to time, and at all times hereafter during the Term hereby demised, save and keep harmless and indemnified, the said *E. S.* his Heirs and Assigns, and his and their Lands, Tenements, Goods, Chattel and Chattels; and also that he the said *T. A.* his Executors, Administrators or Assigns, or some or one of them, shall and will well and truly content, satisfy and pay, or cause to be paid unto the said *E. S.* his Heirs or Assigns, the yearly Rent or Sum of, &c. of lawful Money of *England*, for every Acre of Greensword or Grassground of the said hereby demised Premises, not used for Arable Land, or in Tillage, within the space of, &c. years now last past, which at any time or times hereafter during the continuance of this present demise, the said *T. A.* his Executors, Administrators or Assigns, or any of them, shall dig, break up, plow, reduce or convert into Tillage or Arable Land, or cause or procure to be discharged, &c. without the Licence or Consent of the said *E. S.* his Heirs and Assigns, in writing under his or their Hands and Seals thereunto had and obtained, and so according to that rate for every greater or lesser quantity of such Greensword or Grass-ground as aforesaid, without such Licence as aforesaid, the said Rent to begin to be payable upon the, &c. day of *S.* and the Fifth day of *M.* which of them shall first happen next after the first digging and breaking up such Greensword or Grass-ground as aforesaid, without such consent aforesaid, and from thence to continue payable upon the first days of payment, by equal Portions, until the End and Expiration, or other

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Determination of the said Term hereby demised: And also that the said *T. A.* his Executors, Administrators or Assigns, or some or one of them, shall and will yearly, and every year during the said Term, hereby demised at his and their proper Costs and Charges, bring or cause to be brought to the now Dwelling-house of the said *T. S.* situate and being in *Q.* aforesaid, one good and sufficient Load of Coals, and the same so brought shall and will yearly, and every year during the said Term hereby demised, deliver or cause to be delivered to the said *T. S.* his Heirs or Assigns, upon receipt of the said Coals, paying so much for the Coals as the same shall cost, and be reasonably worth at the Coal-pits from whence they were brought: And the said *T. A.* for himself, his Executors, Administrators and Assigns, doth Covenant, promise, grant and agree, to and with the said *E. S.* his Heirs and Assigns, That he the said *T. A.* his Executors, Administrators and Assigns, shall and will yearly during the said Term hereby demised, well and truly satisfy and pay unto the said *E. S.* the said yearly Rent or Sum of, &c. at the time above mentioned for payment thereof, and shall and will do, observe, perform and keep all and singular the Covenants, Clauses and Agreements aforesaid, which on his part and behalf ought to be observed, performed and kept: Provided always and upon Condition, That if the said *T. A.* his Executors, Administrators and Assigns, and every of them, do not, nor shall not from time to time, and at all times hereafter during the Term hereby demised, well and truly observe, perform, fulfil and keep all and singular the Articles, Covenants, *Provisos* and Agreements before, in, and by these Presents mentioned, expressed and contained on his and their parts and behalfs to be observed, performed, fulfilled and kept, according to the Form and Effect of these present Indentures, or do or shall at
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any time or times hereafter during the said Term hereby demised, let, set or assign the said hereby demised Premises, or any part or parcel thereof to any Person or Persons whatsoever, without the Licence or Consent of the said E. S. in writing under his Hand and Seal thereunto first had and obtained; That then and from thenceforth in either of the said Cases, it shall and may be lawful to and for the said E. S. his Heirs and Assigns, and every or any of them, into and upon the said hereby demised Premises, with the Appurtenances, wholly to re-enter, and the same to have again, re-possess and enjoy as in his and their former Estate, any thing in these Presents contained to the contrary thereof in any wise notwithstanding. And the said E. S. for himself, his Heirs, Executors and Assigns, and every of them, doth Covenant, promise, grant and agree, to and with the said T. A. his Executors, Administrators and Assigns, and every of them, by these Presents, in manner and form following; (*viz.*) That he the said T. A. his Executors, Administrators and Assigns, and every of them, shall or lawfully may from time to time, and at all times during the Term hereby demised under the performance of the Covenants, *Proviso's*, Conditions and Agreements before in these Presents mentioned and contained, peaceably and quietly have, hold, use, occupy, possess and enjoy the said hereby demised Premises, with the Appurtenances, except before excepted, without the lawful Let, Suit, Trouble, Molestation, Interruption, Eviction, Disturbance or Denial of the said E. S. his Heirs or Assigns, or any of them, or of any other Person or Persons whatsoever, now or at any time or times hereafter claiming by, from or under him, them or any of them. **In witness, &c.**

A Lease to the Son for Term of Years, to commence after a Prior Lease ended, made to the Lessee's Father and Mother.

THIS Indenture made the, &c. day of, &c. in the year, &c. between F. C. Widow, Relict of, &c. late of &c. in the County of, &c. deceased, on the one part; and W. G. of, &c. in the County of M. on the other part, witnesseth, **That** the said E. G. for and in consideration of the good and faithful Service to her done by W. F. and E. his Wife, having (both of them formerly been Servants to the said F. C.) And for the ratifying and making good any Defects which may have happened in a Lease formerly made or intended to be made unto them the said W. F. and E. of the Lands and Tenements hereafter named, during the Term hereafter mentioned, and for other good Considerations her therunto moving, Hath demised, granted, and to Farm letten: And by these Presents doth demise, grant, and to Farm lett unto the said W. G. his Executors and Administrators, All those Closes, Leasows and Pastures, with their and every of their Appurtenances, called or known by the several names of, &c. lying and being between D. and S. in the County of S. late or heretofore in the possession or occupation of R. W. and F. B. and all Ways, Easments, Passages, Commons, Profits, Commodities, Privileges, Emoluments and Hereditaments whatsoever, to the said Closes, Leasows or Pastures, or to any of them belonging, or in any wise appertaining, with sufficient Hedgboot and Tynsil, for the necessary Hedging or Fencing of the same at all convenient times, so often as need shall require, (the Pan or Pit being upon part of the demised Premisses, always excepted with liberty to come and go for scowring and overseeing fishing

filling and amending of the said Pan or Pit at all convenient times ;) To have and to hold the said Closes, Leasows or Pastures, and all other the Premises, (except before excepted) unto the said *W. G.* his Executors, Administrators and Assigns, for and during the Term of Sixty years to come, and be accounted from the decease of the said *W. F.* and *E.* his Wife, and the Survivor of them, and from thence next ensuing fully to be compleat and ended ; If *E. N.* now Wife of *N.* and Daughter to the said *W. F.* and *E.* his Wife, shall so long live : In trust notwithstanding to and for the only use and behoof of such Person or Persons as the said *W. F.* and *E.* his Wife, or the Survivor of them, by any Writing or Writings under their Hands and Seals, or under the Hand and Seal of the Survivor of them, shall limit and appoint ; Yielding and paying therefore yearly during the said Term, the Rent of, &c. of lawful Money of *England*, at the Feasts of *St. Michael* the Archangel, and the Annunciation of the Blessed Virgin *Mary*, by equal Portions, the first payment to begin at such of the said Feasts as shall first happen next after the decease of the said *W. F.* and *E.* his Wife, and the Survivor of them : And if it shall happen the said yearly Rent, or any part thereof, to be behind or unpaid by the space of Eight and twenty days next after either of the said Feasts, the same being lawfully demanded, and no sufficient distress to be found upon the Premises ; That then this Lease to be absolutely void and determined at the Will and Pleasure of the said *E. C.* her Heirs or Assigns. And the said *W. G.* for himself, his Executors and Administrators, doth Covenant and grant, to and with the said *F. C.* her Heirs and Assigns, by these Presents ; That he the said *W. G.* his Executors or Administrators, shall and will maintain and repair all the Hedges, Fences, Ditches and Bounds of the said Lands, and the same in good and tenantable

Reparation will leave at the End or Expiration of the said Term: And the said Lessees, nor any of them, nor the Tenants, nor Assigns of them, nor any of them, shall crop, cut down, or carry away, off, or from the demised Premisses, any manner of Wood, without the Privity and Licence of the said F.C. her Heirs or Assigns, first had and obtained: And the said F.C. her Heirs and Assigns, all and singular the Premisses, with their and every of their Appurtenances, shall and will warrant, acquit and defend unto the said W. G. his Executors and Administrators, during the said Term, according to the true intent of this present Deed, and under the yearly Covenants and Limitations above recited, against all Person or Persons whatsoever claiming or to claim from, by, or under her. **In witness, &c.**

Mortgages.

A Mortgage taken in Trust for a Widow, who had a Prior Mortgage of the Estate, by Demise, for 900 years, in her own name; which she assigned over to a third Person in Trust for her: And now by this Deed the Assignee to the last Mortgagee, and the Mortgagor releases and confirms the Remainder of the Term of 900 years to him; subject to a Proviso for payment of the Mortgage Money with Interest, at a day to come.

[Drawn by Sir A. P.]

THIS Indenture tripartite, made, &c. between S. J. of, &c. of the first part; S. T. of, &c. of the second part; and H. T. of, &c. of the third part: **Whereas** by Indenture bearing date, &c. made between the said S. T. of the one part, and S. E. of, &c. Widow, of the other part, for the Considerations therein mentioned, the said S. T. did demise; grant, bargain and sell unto the said S. E. All that piece or parcel of Land, containing by Estimation two Acres, &c. To hold the said several Crofts, Clofes, Pieces and Parcels of Land thereby demised, with their and every of their Appurtenances, unto the said S. E. her Executors, Administrators and Assigns, from the day of the date of the said Indenture of Lease, for and during the Term of Nine hundred Years from thence next ensuing and fully to be compleat and ended: Upon Condition nevertheless, That if the said S. T. his Heirs, Executors or Administrators, or any of them, did pay or cause to be paid unto the said S. E. her Executors, Administrators or Assigns, the Sum of, &c. of lawful Money of England, at the time and place therein mentioned;

Then the said Term of Nine hundred Years was to cease, determine, and be utterly void, as by the said Indenture of Lease, relation being thereunto had, may more at large appear. Which said Sum of, &c. was not paid accordingly, whereby the said Term of Nine hundred Years, granted as aforesaid unto the said S. E. became absolute in Law. And whereas by Indenture *tripartite*, bearing date, &c. made between the said S. T. of the first part, the said S. E. of the second part, and the said S. J. of the third part; The said E. in consideration of the Sum of, &c. of lawful Money of *England* to her in hand paid by the said S. J. and of the further Sum of, &c. of like lawful Money by him in hand paid unto the said S. T. The said S. E. did grant, bargain, sell, assign and set over unto the said S. J. (by the direction of the said S. T.) All and singular the said Crofts, Closes, Pieces and Parcels of Land, with their Appurtenances, together with the said first recited Indenture, and all the Estate, Right, Title, Interest, Term of Years, then to come, claim and demand whatsoever of her the said S. E. her Executors, Administrators and Assigns, of, in, or to the Premises: And also all such Deeds, Evidences and Writings concerning the Premises, which she the said S. E. then had in her Custody, or were in the custody of any other Person or Persons in trust for her to be had and holden unto the said S. J. his Executors, Administrators and Assigns, from the day before the date thereof, for and during all the rest, residue and remainder of, and in the aforesaid Term of Nine hundred Years then to come and unexpired: And the said S. T. for the Consideration aforesaid, Did grant, bargain, sell, release, ratify and confirm unto the said S. J. his Executors, Administrators and Assigns, All the Estate, Right, Title, Interest, Property, *Proviso*, Condition, Power of Redemption, Claim and Demand whatsoever of him the said S. T. either in Law or Equity,

Equity, of, in, to, or out of the said Premises, To be had and holden unto the said S. J. his Executors, Administrators and Assigns, for and during all the rest and residue of the said Term of Nine hundred Years then to come and unexpired; Upon Condition nevertheless, That if the said S. T. his Executors, Administrators or Assigns, should pay or cause to be paid unto the said S. J. his Executors, Administrators or Assigns, the Sum of, &c. of lawful Money of *England*, at the days and times, and in such manner and form as is therein mentioned; Then the said S. J. his Executors, Administrators or Assigns, should re-convey, assign and assure all and singular the said Premises, with their Appurtenances, and all his and their Right, Title and Interest therein, unto the said S. T. his Executors, Administrators and Assigns, or such other Person or Persons as he or they should appoint, Freed and discharged, or otherwise saved and defended and kept harmless and indemnified of, and from all manner of Incumbrances had, made, committed or done by him the said S. J. his Executors, Administrators and Assigns, or any of them; as in and by the said last recited Indenture, relation being thereunto had, may more at large appear. Which said Sum of, &c. was not paid, whereby the Remainder of the said Term of 900 Years, granted as aforesaid unto the said S. J. is become absolute in the Law. Now this Indenture witnesseth, That the said S. J. for and in Consideration of the Sum of, &c. of lawful Money of *England*, to him in hand paid by the said H. T. (by the special Direction and Appointment of the said S. T. testified by his being made a Party to these Presents, and signing and sealing the same) and of the further Sum of, &c. of like lawful Money, to the said S. T. at or before the Sealing and Delivery of these Presents in hand likewise paid by the said H. T. The Receipt of which said several Sums of Money, they the said S. J. and S. T. do hereby

by respectively acknowledge, and thereof, and of part and parcel thereof, do hereby for themselves respectively, and for their respective Heirs, Executors and Administrators, release, acquit and discharge the said *H. T.* his Executors, Administrators and Assigns, and every of them, for ever by these Presents: He the said *S. J.* (by the Direction and Appointment of the said *S. T.* testified as aforesaid) hath granted, bargained, sold, assigned, and set over, and by these Presents doth grant, bargain, sell, assign and set over unto the said *H. T.* All that the said piece or parcel of Land, containing by Estimation two Acres, more or less, lying and being in *Ferneham* aforesaid, in a common Field, there called *Mill-Field*, by the Lands then, or then late of *B. C. &c.* And all the Estate, Right, Title, Interest, Term of Years, Property, Claim and Demand whatsoever of him the said *S. J.* of, in, or to the said several Crofts, Closes, Pieces or Parcels of Land, with their and every of their Appurtenances, and every or any part or parcel thereof, together with the said two recited Indentures; To have and to hold the said several Crofts, Closes, Pieces and Parcels of Land, with their and every of their Appurtenances, and every part and parcel thereof, unto the said *H. T.* his Executors, Administrators and Assigns, from henceforth, for and during all the Remainder and Residue of the said Term of Nine hundred Years therein yet to come and unexpired. And the said *S. T.* for the Considerations aforesaid, Doth ratify, approve and confirm unto the said *H. T.* the said several Crofts, Closes, Pieces and Parcels of Land, and other the Premises, herein before mentioned, with their and every of their Appurtenances, To have and to hold the said several Crofts, Closes, Pieces and Parcels of Land and Premises, with their and every of their Appurtenances, unto the said *H. T.* his Executors, Administrators and Assigns, from henceforth, for and during

so many Years of the said Nine hundred Years as are yet to come and unexpired, without Impeachment of, or for any manner of Wast: And doth also for the Considerations aforesaid, remise, release and quit Claim unto the said *H. T.* all Conditions of Redemption, and all Right, Power and Equity of Redemption of the said several Crofts, Closes, Pieces and Parcels of Land and Premisses, with their Appurtenances, by virtue of any Indenture or Deed of Defeasance, or by virtue of any Covenant, Clause or Condition of Redemption in any Indenture, Deed or Writing contained, or otherwise howsoever: Provided always, and upon Condition nevertheless, That if the said *S. T.* his Heirs, Executors, Administrators or Assigns, do and shall well and truly pay, or cause to be paid unto the said *H. T.* his Executors, Administrators or Assigns, the full and just Sum of, &c. of lawful Money of *England*, at or in the *Middle Temple Hall, London*, in manner and form following; that is to say, part thereof, at or upon the day of next ensuing the date of these Presents, and residue, and in full payment thereof, at or upon the day of which shall be in the Year of our Lord 1691. without making any Deduction, Defalcation or Abatement out of the same for any manner of Taxes, Impositions or Assessments whatsoever; That then, and from thenceforth this present Indenture, and the Grant, Bargain, Sale and Demise hereby made, shall cease, determine, and be utterly void, any thing hereintoforesaid contained to the contrary thereof in any wise notwithstanding. And that then also the said *H. T.* his Executors, Administrators and Assigns, shall transfer and assign unto the said *S. T.* his Heirs, Executors, Administrators or Assigns, or to such other Person or Persons as he or they shall nominate, All his Estate and Term of Years of, and in the said several Crofts, Closes, Pieces and Parcels of Land and Premisses,

Premises, with their Appurtenances, to him hereby granted, as aforesaid. And the said S. T. for himself, his Heirs, Executors and Administrators, doth Covenant, promise and grant, to and with the said H. T. his Executors, Administrators and Assigns, and to and with every of them by these Presents, That he the said S. T. his Heirs, Executors or Administrators, some or one of them, shall and will well and truly pay, or cause to be paid unto the said H. T. his Executors, Administrators and Assigns, the said Sum of *at the days, times and place before mentioned* or appointed in the said *Proviso* for payment thereof, in manner and form aforesaid, without making any Deduction, Defalcation or Abatement whatsoever. And further, That at the time of the Sealing and Delivery of these Presents, the said S. T. and the said S. T. or one of them, now have or hath in him or themselves good Right, full Power, and lawful and absolute Authority to grant, bargain, sell and demise the said Crofts, Closes, Pieces and Parcels of Land and Premises, with their Appurtenances unto the said H. T. for and during the Remainder of the said Term of 900 Years yet to come and unexpired, according to the true Purport, Intent and Meaning of these Presents: And that it shall and may be lawful to and for the said H. T. his Executors, Administrators and Assigns, from time to time, and at all times after breach shall be made of the said *Proviso*, or Condition herein before mentioned, for and during the residue of the said Term of 900 Years, which shall be then to come and unexpired, peaceably and quietly to have, hold, occupy, possess and enjoy the said several Crofts, Closes, Pieces and Parcels of Land, and other the Premises, with their Appurtenances hereby granted or mentioned, or intended to be hereby granted, without the Let, Suit, Trouble, Eviction, Interruption, Claim or Demand of him the said S. T. his Heirs, Executors, Administrators

strators or Assigns, or any of them, or any other Person or Persons whatsoever: Freed and discharged, or otherwise from time to time, and at all times well and sufficiently saved harmless, and kept indemnified by the said S. T. his Heirs, Executors or Administrators, of and from all former and other Gifts, Grants, Bargains, Sales, Leases, Jointures, Dowers, Rents, Arrearages of Rents, and of and from all other Titles, Troubles, Charges and Incumbrances whatsoever. And also that from time to time, and at all times after breach of the said *Proviso*, He the said S. T. his Heirs, Executors, Administrators or Assigns, and all and every other Person and Persons whatsoever, having or lawfully claiming any Estate or Interest either in Law or Equity, of, in, to or out of the said several Crofts, Closes, Pieces or Parcels of Land and Premises, with their and every of their Appurtenances herein before mentioned and intended to be granted and assigned, or any part or parcel thereof, shall and will upon the reasonable request, and at the Costs and Charges in the Law of the said H. T. his Executors, Administrators or Assigns, Do make and execute, or cause and procure to be made, done and executed all and every such further and other lawful and reasonable Act and Acts, Thing and Things, Conveyances and Assurances in the Law whatsoever, for the further, better, and more perfect and absolute assuring, Surety, sure making and conveying of the said several Crofts, Closes, Pieces and Parcels of Land hereby demised, or meant, mentioned or intended to be hereby demised, with their and every of their Appurtenances, unto the said H. T. his Executors, Administrators or Assigns, for and during the Remainder and Residue of the said Term of Nine hundred Years, which shall be then to come and unexpired, discharged of the *Proviso* afore-

aforesaid, and of all *Proviso's*, Conditions and Agreements whatsoever, for or concerning the Redemption of the Premisses, or any part thereof, as by the Councel learned in the Law of the said *H. T.* shall be reasonably devised, or advised and required. Nevertheless it is declared and agreed, by and between the said Parties to these Presents, That in the mean time, and until breach of the said *Proviso*, it shall and may be lawful to and for the said *S. T.* his Heirs, Executors, Administrators and Assigns, peaceably and quietly to have, hold, occupy, possess and enjoy the said several Crofts, Closes, Pieces and Parcels of Land, and other the Premisses, with their and every of their Appurtenances, and to receive and take the Rents, Issues and Profits thereof, to his and their own Use and Uses, without the lawful Lett, Suit, Trouble, Interruption, Claim or Demand of the said *H. T.* his Executors, Administrators or Assigns, or any of them, or any other Person or Persons lawfully claiming from, by, or under him, them, or any of them: And the said *S. T.* for himself, his Heirs, Executors and Administrators, doth Covenant, promise and grant, to and with the said *H. T.* his Executors, Administrators and Assigns, and to and with every of them by these Presents, That for and notwithstanding any Act, Matter or Thing by him the said *S. T.* had, made, committed, done or suffered to the contrary: The said two recited Indentures, and the said Term of Nine hundred Years thereby granted, and hereby assigned and confirmed unto him the said *H. T.* now are, remain and continue in full force, strength and virtue, unforfeited, unsurrendred, or any ways made void or annihilated. And also that the said *S. T.* hath not made, committed, done, or wittingly or willingly suffered any Act, Matter or Thing whatsoever, whereby or wherewith, or by
reason

reason whereof the said several Crofts, Clofes, Pieces or Parcels of Land, and other the Premisses, with their Appurtenances, or any part thereof hereby bargained, assigned and set over, are, is, or shall or may be impeached, charged or incumbered in Estate or Title whatsoever. And it is further declared, covenanted and agreed, by and between the said Parties to these Presents, and the said S. T. for himself, his Heirs, &c. doth hereby Covenant, grant and agree, to and with the said H. T. his Executors, &c. that as well certain Copyhold Lands of the said S. T. lying and being in F. aforesaid, which were formerly by two several Surrenders surrendred to the use of the said H. T. and his Heirs, for securing of the several Sums of 20 l. and 5 l. formerly lent to the said S. T. and still due thereon with Interest, as also one other Acre of Copyhold-Land holden of the said Manor, lying in, and being parcel of the said Croft, or parcel of Land called D. Croft aforesaid, with the said S. T. hath on the day of the date of these Presents, surrendred to the use of the said H. T. and his Heirs, shall remain and be to the use of the said H. T. and his Heirs, Executors, Administrators and Assigns, not only until payment of the said several Sums of Twenty pounds and Five pounds, and Interest already secured thereby; but also as a farther Security for the payment of the said Sum of _____ herein before mentioned, and of all Interest that shall be due for the same. In witness, &c.

Releases and Confirmations.

A Release and Confirmation of an Estate, (charged with payment of Mortgage-Money, and Legacies given by Will) pursuant to a Decree in Chancery.

[Drawn by Sir A. P.]

THIS Indenture *quadripartite*, made, &c. between A. P. of the Inner-Temple, London, Esq; of the first part ; E. R. of L. in the County of M. Gent. and J. C. of the Middle-Temple, London, of the second part ; T. L. of, &c. of the third part ; and T. R. of D. in the County of D. Gent. and J. L. of D. in the said County of D. of the fourth part : **Whereas** by Indenture *tripartite*, bearing date on or about, &c. made or mentioned to be made between E. L. of, &c. Esq; of the first part, the said A. P. of the second part, and the said E. R. and J. C. of the third part, duly inrolled in the High Court of Chancery : The said E. L. for the Considerations therein mentioned, did convey, bargain, sell, assign, and set over unto the said E. R. and J. C. All that the Rectory and Parsonage of D. with the Rights, Members and Appurtenances thereof, situate, lying and being in the said County of D. And all Messuages, Houses, Barns, Orchards, Gardens, Demesne Lands, Rents, Tithes of Garbs, Grass, Corn and Hay ; and all other Tithes whatsoever, as well great as small : And all Right, Jurisdictions, Franchises, Privileges, Profits, Commodities, Advantages, Emoluments and Hereditaments whatsoever to the Rectory or Parsonage belonging, or in any wise appertaining, or to or with the same used, occupied or enjoyed, or reputed or taken as part, parcel or member thereof :
And

And the Reversion and Reversions, Remainder and Remainders of all and singular the said Premises: And all the Estate, Right, Title, Interest, Claim and Demand whatsoever of him the said E. L. in or to the said Premises, or any part thereof; To have and to hold the said Rectory, Parsonage, Tithes and Premises, with all and singular their Appurtenances, unto the said E. R. and J. C. their Heirs and Assigns for ever, in trust nevertheless for the said A. P. his Heirs and Assigns, with and under the Proviso or Condition nevertheless in the said Indenture contained for the same, to be void upon payment of the several Sums of Money in the said Indenture expressed, whereof the last payment was to be the Sum of One thousand thirty pounds on the, &c. day of, J. &c. and of all other Sum and Sums of Money as should be afterwards owing or any ways due from the said E. L. to the said A. P. together with lawful Interest for the same, with Covenants to pay the Money and make further Assurance; as in and by the said Indenture, relation being thereunto had, more at large appeareth. And whereas the said One thousand thirty pounds, or any part thereof, was not paid on the said, &c. day of, &c. whereby the Estate and Interest of the said E. R. and J. C. in the said Premises, became absolute, and is now legally vested in them. And whereas the said A. P. did afterwards lend and pay to and for the said E. L. several other Sums of Money, amounting in the whole to Seventeen hundred forty pounds principal Money, so that there is due on the said Mortgage the Sum of Twenty seven hundred forty pounds principal Money, besides Interest. And whereas the said E. L. is since dead, and J. L. in the County of K. Esq; is his Brother and Heir at Law. And whereas the said E. L. by his last Will and Testament in writing, bearing date, &c. did give and devise unto his Sister T. L. Party to these Presents,

out of the said mortgaged Premisses, the Sum of Fifteen hundred pounds of lawful Money of *England*, to be paid unto her at her day of Marriage; and in the mean time for her present Maintenance, One hundred pounds *per Annum* to be paid her out of the said Rectory and Premisses, half yearly until the day of her Marriage, and also gave Fifty pounds to be laid out in his Funeral, and charged his said Estate therewith; as by the said Will, relation being thereunto had, appeareth. And whereas by a certain Decree or Decretal Order, made in the High Court of *Chancery*, bearing date, &c. in a Cause there then depending between the said *A. P. E. R.* and *J. C.* Complainants; and the said *J. L.* and *T. L.* Defendants: It was (among other things) ordered and decreed, That the said *J. L.* should on the, &c. day of, &c. pay unto the said *A. P.* what should be found and certified due to him for Principal Interest and Costs: And thereupon the said *A. P. E. R.* and *J. C.* were to re-convey the said mortgaged Premisses to the said *J. L.* or such as he should appoint, charged nevertheless with the payment of the said Fifteen hundred pounds, and Fifty pounds, and with the said One hundred pounds *per Annum*, to the said *T. L.* according to the said Will: But in default of payment thereof, it was ordered and decreed, That the said *A. P. E. R.* and *J. C.* should hold and enjoy the said mortgaged Premisses absolutely freed and discharged of all Equity of Redemption by the said *J. L.* But if the said *J. L.* made default to redeem the Premisses by the time aforesaid, then the said *T. L.* was on the, &c. day of, &c. to pay what should be found due to the said *A. P.* to that time for Principal Interest and Costs, and thereupon the said *A. P. E. R.* and *J. C.* were to re-convey the said mortgaged Premisses to the said *T. L.* or to whom she should appoint; as in and by the said Decree or Decretal Order, relation being thereunto had,

had, more at large appeareth. And whereas the said *E. L.* Knight, one of the Masters of the said High Court of *Chancery*, by his Report bearing date, &c. did find and certify due to the said *A. P.* the Sum of Two thousand nine hundred thirty eight pounds for Principal Interest and Costs of Suit, which the said *J. L.* hath neglected to pay according to the said Decree or Decretal Order, whereby he is absolutely debarred and fore-closed of all Equity of Redemption of the said Premises. And whereas the said *T. R.* and *J. L.* have contracted with the said *T. L.* for the absolute Purchase of the said Rectory and Premises : Now this Indenture witnesseeth, That as well in Obedience to, and in pursuance and performance of the said Decree or Decretal Order : And of another Order made in the said Cause, bearing date the Fourth day of *M.* last past, as for and in consideration of the Sum of Two thousand nine hundred and twelve pounds of lawful Money of *England* to him the said *A. P.* and of the Sum of Three hundred and seven pounds one shilling and eight pence of like lawful *English* Money, to her the said *T. L.* by the said *T. R.* and *J. L.* at and before the enfealing and delivery of these Presents in hand paid ; the receipt of which said Sums the said *A. P.* and *T. L.* do hereby respectively acknowledge : And thereof, and of every part thereof, do clearly and absolutely acquit, exonerate and discharge the said *T. R.* and *J. L.* their Heirs, Executors and Administrators, for ever by these Presents ; They the said *E. R.* and *J. C.* by the Direction and Appointment of the said *A. P.* and *T. L.* testified by their being Parties to, and signing and sealing of these Presents : And also the said *A. P.* and *T. L.* Have granted, bargained, sold, released and confirmed, and by these Presents do grant, bargain, sell, release and confirm unto the said *T. R.* and *J. L.* their Heirs

and Assigns, in their actual Possession, being by virtue of a Bargain and Sale for Six months to them made by the said *A. P. E. R. J. C. and T. L.* in and by one Indenture bearing date, &c. And by force of the Statute for Transferring of Uses into Possession, All that the said Rectory, Parsonage, Tithes and Premises, with all and singular their Appurtenances, which in and by the said recited Indenture were granted unto the said *E. R.* and *J. C.* and the Reversion and Reversions, Remainder and Remainders, of all and singular the said Premises, and every part thereof: And also all the Estate, Right, Title and Interest, Claim and Demand whatsoever in Law or Equity of them the said *A. P. E. R. J. C. and T. L.* of, in or unto the said Premises hereby granted, released and confirmed, or of, in or unto any part or parcel thereof; To have and to hold the said Rectory, Parsonage, Tithes and Premises, with all and singular their Appurtenances, and the Reversion and Reversions, Remainder and Remainders thereof, unto the said *T. R. and J. L.* their Heirs and Assigns, to the only use and behoof of the said *T. R. and J. L.* their Heirs and Assigns, for ever; In trust nevertheless for *R. P. of D.* aforesaid Esquire, and his Heirs and Assigns, for ever. And the said *A. P. E. R. and J. C. and T. L.* for themselves severally, and for their own Acts only, and not the one for the other, nor for the Acts of the other, and for their several Heirs, Executors and Administrators, and not for the Executors or Administrators of the other of them, do severally covenant, promise and grant, to and with the said *T. R. and J. L.* their Heirs and Assigns, by these Presents, That they the said *A. P. E. R. J. C. and T. L.* nor any or either of them have or hath not made any former or other Grant,
Bar-

Bargain, Sale or Assignment of the said Rectory, Parsonage and Premises, or any part thereof, nor done, or willingly or wittingly suffered any Act or Thing whatsoever, whereby the same Premises, or any part or parcel thereof, are or may be in any way impeached, charged or incumbered in Title, Charge, Estate or otherwise: And that the said *A. P. E. R. J. C. and T. L.* their Heirs and Assigns, shall and will at any time or times within the space of Seven years next ensuing the date of these Presents, upon reasonable request, and at the Costs and Charges of the said *T. R. and J. L.* their Heirs and Assigns, do acknowledge or suffer any other Act or Acts, Thing or Things, Device or Devices in the Law, as Counsel shall advise for the better, further and more effectual assuring and conveying the said Rectory and Premises to them the said *T. R. and J. L.* their Heirs and Assigns. In witness, &c.

A Release and Confirmation of an Estate, (first mortgaged by the Proprietor, and after transferred over by the Mortgagee to another by the way of Mortgage) to the first Mortgager.

[Drawn by Sir A. P.]

THIS Indenture made, &c. between E. P. of L. in the County of M. Esq; and G.W. of, &c. of the one part; and H.G. of, &c. Gent. and T.H. of, &c. Gent. of the other part: **Whereas** by Indenture bearing date, &c. made or mentioned to be made between the said H.G. J.H. the younger, of, &c. and J.M. of H. in the said City of L. of the one part; and J.A. of L. Merchant, of the other part: For and in consideration of the Sum of Four hundred pounds of lawful Money of *England* to the said H.G. paid by the said J.A. and other Considerations therein mentioned, the said H.G. J.H. and J.M. did grant, bargain and sell, alien, release and confirm unto the said J.A. in his actual Possession, then being by force of one Indenture of Bargain and Sale to him made by the said H.G. and J.M. bearing date, &c. next before the date of the said recited Indenture, for the Term of One whole year, commencing from the date of the same Indenture: And by force of the Statute for transferring Uses into Possession, in that behalf made and provided; All that the Manor or reputed Manor of R. S. and B. alias B. with all the Rights, Members and Appurtenances thereof in the County of D. then lately had and purchased of J. Earl of S. or together with all and singular the Messuages, Mills, Houses, Edifices, Buildings, Barns, Stables, Dove-houses, Orchards, Gardens, Lands, Tenements, Pastures, Commons, Wastes, Heaths, Furzes, Moors, Marshes,

Marshes, Woods, Underwoods, and all other Profits, Commodities, Advantages, Emoluments and Hereditaments whatsoever, with their Appurtenances, of what kind, nature, condition or qualification whatsoever they be, situate and being in and within the Towns, Territories and Parishes. Villages or Hamlets of *R.S.* and *B. alias B.* and the Reversion and Reversions, Remainder and Remainders, Rents, Issues and Profits whatsoever, of all and singular the Premises aforesaid, and every of them, and every part and parcel thereof: And all the Estate, Right, Title, Interest, Use, Possession, Reversion, Inheritance, Claim and Demand whatsoever, which they the said *H. G.* *J. H.* and *J. M.* and their Heirs, or any Person or Persons in trust, or to the use of them, or any of them had, should, might or ought to have had or claimed of, into, or out of the said Premises, or any of them, or any part or parcel thereof; To have and to hold the said Manors, Hereditaments and Premises, unto the said *J. A.* his Heirs and Assigns, to the only use and behoof of him the said *J. A.* his Heirs and Assigns, for ever, with a *Proviso* in the said Indenture contained *Proviso.* for making void the same upon payment by the said *H. G.* unto the said *J. A.* of the Sum of Four hundred pounds therein mentioned, with Interest, at the time and place therein mentioned as by the said recited Indenture may more at large appear. And whereas by Indenture *tripartite*, bearing date, &c. made or mentioned to be made between the said *H. G.* of the first part, the said *J. A.* of the second part, and the said *E. P.* and *G. M.* of the third part; For and in consideration of the Sum of Four hundred pounds of lawful Money of *England* to the said *J. A.* paid by the said *E. P.* by and with the consent of the said *H. G.* the said *H. G.* and *J. A.* Did grant, bargain and sell, remise, release and confirm unto the said *E. P.* and *G. W.* in

their actual Possession, being by virtue of an Indenture of Bargain and Sale to them made by the said *J. A.* and *W. G.* bearing date the day before the day of the date of the said last mentioned Indenture, and of the Statute for transferring Uses into Possession: The said Manor or reputed Manor, Messuages, Lands, Tenements, Hereditaments, and all and singular other the Premises granted or released, or mentioned to be granted or released, unto the said *J. A.* or by the said last recited Indenture; To have and to hold the said Manor, Lands, Tenements, Hereditaments and Premises, with their and every of their Appurtenances, unto the said *E. P.* and *G. W.* and the Heirs and Assigns of the said *E. P.* To the only use and behoof of the said *E. P.* and *G. W.* and the Heirs and Assigns of the said *E. P.* for ever, with a *Proviso* in the said Indenture contained for making void the same upon payment by the said *H. G.* unto the said *E. P.* of the Sum of Four hundred twenty four pounds therein mentioned, at the time and place therein mentioned; as by the said Indenture may more at large appear: And whereas the said Sum of Four hundred twenty four pounds was not paid unto the said *E. P.* according to the said *Proviso*, whereby the Premises became absolutely in the said *E. P.* or *G. W.* and the Heirs and Assigns of the said *E. P.* Now this Indenture witnesseth, That for and in consideration of the Sum of Four hundred twenty seven pounds of lawful Money of *England*, to him the said *E. P.* by the said *H. G.* at and before the enfealing and delivery of these Presents, well and truly paid, the receipt whereof the said *E. P.* doth hereby acknowledge, and thereof and of every part thereof doth acquit and discharge the said *H. G.* his Heirs, Executors, Administrators and Assigns, and every of them by these Presents; They the said *E. P.* and *G. W.* have granted, bargained and sold, remised, released and confirmed, and by these Presents do,

do, and each of them doth grant, bargain and sell, remife, release and confirm unto the said *H. G.* and *T. H.* in their actual Possession, being by virtue of a Bargain and Sale for a year to them made by the said *E. P.* and *G. W.* by Indenture bearing date the day before the day of the date of these Presents; And of the Statute for Transferring Uses into Possession, the said Manor or reputed Manor, Messuages, Lands, Tenements, Hereditaments, and all and singular other the Premises granted or released unto the said *E. P.* and *G. W.* in or by the said recited Indentures; To have and to hold the said Manor, Messuages, Lands, Tenements, Hereditaments and Premises, with their and every of their Appurtenances, unto the said *T. H.* and *H. G.* their Heirs and Assigns, to the only use and behoof of the said *T. H.* and *H. G.* and the Heirs and Assigns of the said *H. G.* for ever: And the said *E. P.* and *G. W.* for themselves severally, and their several Heirs, Executors and Administrators, and not the one for the other, or the Heirs, Executors or Administrators of the other, nor for or against the Acts of the other, Do covenant, promise and grant, to and with the said *H. G.* and *T. H.* and the Heirs and Assigns of the said *H. G.* by these Presents, That they the said *E. P.* and *G. W.* nor either of them, have or hath not done, committed, or wittingly or willingly suffered any Act or Thing whereby the said Manor and Premises, or any part thereof, is, are or be, or shall or may be impeached or incumbered in Estate, Title, Charge or otherwise. In witness, &c.

*A Release of all Breaches of Covenants contained in a
Deed of Marriage Settlement.*

[Drawn by Sir A. P.]

K Now all Men by these Presents, That J. H. Earl of A. Lord M. eldest Son and Heir apparent of the most Noble H. Duke of N. Earl Marshal of *England*, in pursuance and performance of certain Articles of Agreement, bearing date, &c. made between the said H. Duke of N. of the one part; and Me the said H. Earl of A. of the other part; Have remised, released and quit-claimed, and by these Presents do for Me, my Heirs, Executors, Administrators and Assigns, remise, release, and for ever quit claim unto the said H. Duke of N. his Heirs, Executors, Administrators and Assigns, All and all manner of Breaches of all or any the Covenants, Grants, Articles and Agreements whatsoever, in a certain Indenture *Quinquepartite*, or Marriage Settlement, bearing date, &c. made or mentioned to be made between the said H. Duke of N. by the name of the Right Honourable H. Earl of N. Earl Marshal of *England*, and the said Earl of A. by the name of H. Lord H. of the first part; The Right Honourable H. Earl of P. One of his Majesty's most Honourable Privy Council, and the Right Honourable the Lady M. M. sole Daughter and Heir apparent of the said Earl of P. of the second part; The Right Honourable H. Marquess of M. Knight of the most Noble Order of the Garter, and One of his Majesty's most Honourable Privy Council; The Right Honourable W. Earl of P. and the Right Honourable H. Lord O. of the third part; A. O. of W. C. in the County of S. Esq; and T. D. of G. in the said County of S. Esq; of the fourth part; and S. F. of, &c. Esq; and

and *T. W.* of the same Place Gent. of the fifth part, mentioned or contained; which on the part and behalf of the said *H. Duke of N.* his Heirs, Executors or Administrators, are or ought to be observed, performed and kept, (except the said Duke of *N.*'s Covenant for making further assurance:) And I the said Earl of *A.* Do hereby for my self, my Heirs, Executors and Administrators, remise and release to the said *H. Duke of N.* his Heirs, Executors, Administrators and Assigns, All and all manner of Action and Actions, Cause and Causes of Action, of or concerning; as also all Right, Title, Interest or Demand, of, in, or unto all and every the Manors, Lands, Tenements and Hereditaments, or other the Real Estate whatsoever, now in the Possession of the said Duke, his Assigns or Under-tenants, or of the Trustee or Trustees of the said Duke, and that was the Estate of, or belonging to the Right Honourable *T.* late Earl of *A.* late Grandfather of the said Duke of *N.* *H.* late Earl of *A.* late Father of the said Duke, and of *A.* late Countess of *A.* *T.* late Duke of *N.* or of any or either of them: And the said Earl of *A.* doth hereby release to the said Duke, his Executors and Administrators, all Right, Title or Interest, Cause or Causes of Actions, of, in or unto, or touching and concerning any Jewels, Paintings, Rarities, Leases for years, or other personal Estate whatsoever of the said *T.* Earl of *A.* *H.* Earl of *A.* or the said Countess *A.* or *T.* late Duke of *N.* or of any or either of them, (except such Honours, Castles, Manors, Lands, Tenements and Hereditaments, as are settled upon the said Earl of *A.* for some Estate or Estates either in Possession, Reversion, Remainder or Expectancy in and by the said Marriage-Settlement, bearing date, &c. or which are entitled upon the Heirs Males of the said Duke, by an Act of Parliament made in the third year of the Reign of, &c. And except also all such Covenants, Articles, Agreements,

ments, Estates, Matters and Things as are agreed and covenanted to be made, done and performed by the said Duke of N. his Executors, Administrators and Assigns, in and by the said Articles, bearing date, &c. And I the said Earl do hereby covenant for my self, my Heirs, Executors, Administrators and Assigns, to and with the said Duke of N. his Heirs, Executors, Administrators and Assigns, to give, make and execute from time to time, unto the said Duke, his Executors, Administrators and Assigns, of all or any the said real Estate or personal, (except before excepted) the like Release or Releases, at the Costs and Charges of the said Duke, his Executors, Administrators and Assigns, and at their respective Costs and Charges, to do any Act or Acts, as Counsel shall advise for making better Assurances of the same to such his Executors, Administrators or Assigns, of all or any the said real or personal Estates, (except as before is excepted :) And I the said Earl do hereby for my self, my Heirs, Executors and Administrators, remise and release unto the said Duke, All and all manner of Actions and Suits, Cause and Causes of Actions and Suits, Quarrels, Controversies, Benefits, Commodities, Advantages and Demands whatsoever that shall, may, might or any ways can or ought to happen to arise, come or grow by reason or means of the breach or not performing of all and every the said Covenants, Grants, Articles, Clauses and Agreements, or any of them, or for or by reason of any Matter, Cause or Thing whatsoever, (except the several Particulars herein before excepted) from the beginning of the World until the day of the date thereof. In witness, &c.

A Release of Equity of Redemption.

[Drawn by Sir A. P.]

THIS Indenture made, &c. between C. D. of S. in the County of L. Esq; Son and Heir of the Honourable Sir C. D. late of S. aforesaid, Knight, deceased, of the one part; and F.C. of, &c. Widow, Relict of the Right Reverend Father in God, and late Lord Bishop of Chester, deceased, of the other part: ~~Whereas~~ by Indenture, bearing date, &c. made between the said Sir C. D. of the one part, and the said F.C. by the name of F.S. of, &c. Widow, of the other part: He the said Sir C.D. for the Consideration therein mentioned, did demise, grant, bargain and sell unto the said F. S. All that parcel of Meadow or Pasture-ground lying in the Fenn called *South K. Fenn*, containing by Estimation Five and twenty Acres, be the same more or less, then-
 tofore in the Tenure of one J. M. and then in the Tenure or Occupation of the said R. M. at and under the yearly Rent of, &c. And also all that other parcel of Meadow or Pasture-ground in *South K. Fenn* aforesaid, containing by Estimation thirty Acres, be the same more or less, and then in the Tenure or Occupation of R. P. at and under the yearly Rent of, &c. And also all that other parcel of Meadow or Pasture-ground, containing by Estimation thirty Acres, be the same more or less, parcel also of the said Fenn called *South K. Fenn*, and then in the Tenures and Occupations of F. D. and W. W. at and under the yearly Rent of, &c. And also all that other parcel of Meadow or Pasture-ground there, containing by Estimation eighteen Acres, be the same more or less, then in the Tenures or Occupations of J. P. and J. S. at and under the yearly Rent of,

of, &c. And also all those other eighteen Acres of Meadow or Pasture-ground, likewise parcel of the same Fenn called *South K. Fenn*, then in the Tenures of *E. K.* and *W. B.* at and under the yearly Rent of, &c. And all and singular Wastes, Ways, Water-courses, Common, Common of Pasture, Hereditaments, Profits, Easements and Appurtenances whatsoever to the above demised Premises, or any of them belonging, or in any wise appertaining, or therewith used, occupied or enjoyed, reputed and taken as part, parcel or member of them, or any of them: And the Reversion and Reversions, Remainder and Remainders, Rents, Issues and Profits, of all and singular the above mentioned to be bargained and demised Premises, and of every part and parcel thereof: And all Rents and other Profits reserved, or from thenceforth payable upon any Lease or Leases thereof, or of any part thereof; And all the Estate, Right, Title, Interest, Use, Property, Claim and Demand whatsoever, either in Law or Equity of him the said *Sir C. D.* of, in or to all or any of the said Premises, or of, in or to any part or parcel thereof, with their and every of their Appurtenances; To have and to hold all and every the above demised Fenn-lands, Meadows and Pasture-grounds and Premises, with their and every of their Appurtenances; and the Reversion and Reversions thereof, unto the said *F. S.* her Executors, Administrators and Assigns, from the day next before the day of the date of the said Indenture, for and during, and unto the full end and term of Fourscore and eighteen years from thence next ensuing, and fully to be compleat and ended, without Impeachment of, or for any manner of Waste, at and under the yearly Rent of one Pepper-corn, payable at the Feast of *St. Michael* the Archangel, if demanded: In which said Indenture is contained a *Proviso* or Condition nevertheless, That if the said *Sir C. D.* his Heirs, Executors

cutors and Administrators, or any of them, should pay or cause to be paid unto the said F. S. her Executors, Administrators or Assigns, the Sum of Three hundred pounds of lawful Money of *England*, together with lawful Interest for the same, at the days and times in the said Indenture mentioned, That then the said Indenture should be void; as in and by the said Indenture, relation being thereunto had, more at large appeareth: And whereas the said Sum of Three hundred pounds, nor any part thereof, or any Interest for the same, was paid at the times appointed for the payment thereof, nor at any time since, whereby the Estate granted to the said F. S. in the said Premises became absolute, and she recovered Judgment at Law, and was put into the possession thereof by the Sheriff of the said County of *L.* by virtue of an Execution upon the said Judgment. And whereas by a Decree or Decretal Order, made in a certain Cause depending in the High Court of *Chancery* between the said F. C. Complainant, and the said C. D. Defendant, bearing date, &c. it was ordered and decreed, That upon the said C. D.'s payment of what Mr. K. one of the Masters of the said Court should certify to be due to the said F. C. for Principal Interest and Costs, by the first day of the then next Term the said F. C. should reconvey the said mortgaged Premises to the said C. D. or whom he should appoint, free of all Incumbrances done by her, or any claiming by, from or under her: But in default of the said C. D.'s payment of what the said Master should certify to be due to the said F. C. as aforesaid; then it was ordered and decreed, That the said C. D. should be absolutely fore-closed and debarred from all Equity of Redemption, and deliver upon Oath all Deeds and Writings that he had or could come by that related to the Premises, and convey all the Right, Title and Interest which he had in the Premises, unto the said F. C. in such manner

her as the said Master should direct. And whereas the said Master in pursuance of the said Order, made his Report, bearing date, &c. last past, whereby he certified due to the said F.C. the Sum of Four hundred ninety two pounds eighteen shillings and six pence: And appointed the said C.D. to pay the same unto her on the &c. day of &c. last past; as by the said Decree or Decretal Order and Report, relation being thereunto had, more at large appeareth: And whereas the said G.D. hath not paid the said Four hundred ninety two pounds eighteen shillings six pence, nor any part thereof, according to the said Order and Report: Now this Indenture witnesseth, That the said G.D. in obedience to, and in pursuance of the said Decree, and for and in consideration of the Sum of Five shillings of lawful Money of *England* to him in hand paid by the said F.C. the Receipt whereof he doth hereby acknowledge, Hath granted, released and confirmed, and by these Presents doth grant, release and confirm unto the said F.C. her Executors, Administrators and Assigns, the said several pieces and parcels of Meadow and Pasture-ground, with their and every of their Rights, Members and Appurtenances; and the Reversion and Reversions, Remainder and Remainders thereof, and also all the Estate, Right, Title and Interest both in Law and Equity of the said C.D. in and to the same, and every part and parcel thereof, together with all Deeds, Evidences and Writings touching and concerning the same Premises only, and true Copies of all such as concern the same, with other Lands; To have and to hold the said several pieces of Meadow and Pasture-ground, with the Appurtenances, and all and singular other the Premises hereby granted and released, or meant, mentioned or intended to be hereby released unto the said F.C. her Executors, Administrators and Assigns, from henceforth, for and during all the rest,

residue

residue and remainder of the said Term of Ninety nine years, yet to come and unexpired, absolutely fore-closed and debarred of and from the *Proviso* of Redemption in the said recited Indenture mentioned, and from all Benefit and Equity of Redemption whatsoever: And the said *C. D.* for himself, his Heirs, Executors and Administrators, doth Covenant, grant and agree, to and with the said *F. C.* her Executors, Administrators and Assigns, by these Presents, That he the said *C. D.* and his Heirs, shall and will at the Request, Costs and Charges in the Law of the said *F. C.* her Executors, Administrators or Assigns, from time to time, and at all times hereafter during the space of Seven years next ensuing, do, suffer, acknowledge and execute, or cause to be done, acknowledged, suffered and executed all and every such further Act and Acts, Assurance and Assurances, Thing and Things whatsoever, for the further assurance and better Conveyance of the Premises to the said *F. C.* her Executors, Administrators and Assigns, according to the true meaning of these Presents; as by the said *F. C.* her Executors, Administrators and Assigns, shall be devised, advised or required, so as the said *C. D.* or such Person as shall be required to do the same be not compelled or compellable to travel above Seven miles from the Place of his or their usual Place of abode; And so as the same contain no further Warranty than is in these Presents mentioned. **In witness, &c.**

A Release and Confirmation of the Equity of Redemption of Copyhold Lands, (surrendered by way of Mortgage, and forfeited for Non-payment of the Mortgage Money) pursuant to a Decree in Chancery.

[Drawn by Sir A. P.]

THIS Indenture made, &c. between E. C. of P. in the County of N. Son and Heir of E. C. late of P. aforesaid, of the one part; and R. Y. of &c. Gent. of the other part: ~~Whereas~~ the said E. C. the elder, on or about the &c. day of &c. did surrender into the hands of the Reverend Father in God A. late Lord Bishop of N. then Lord of the Manor of L. in the said County of N. All and singular the Messuages, Lands and Tenements whatsoever, lying and being in P. aforesaid, holden by Copy of Court-Roll of the said Manor, with all and singular the Appurtenances whatsoever; To the use and behoof of R. Y. Gent. his Heirs and Assigns, for ever: Upon Condition nevertheless, That if the said E. C. the elder, his Heirs, Executors and Administrators, or any of them, should pay or cause to be paid unto the said R. Y. his Executors, Administrators or Assigns, the Sum of One hundred and six pounds of lawful Money of *England*, in the Porch of the *Guildhall* of the City of N. upon the &c. day of, &c. that then the said Surrender should be void. And whereas the said One hundred and six pounds, nor any part thereof, was paid to the said R. Y. according to the Condition of the said Surrender, nor at any time afterwards, whereby the Estate in Law of the said R. Y. became absolute: And whereas the said R. at a Court holden for the said Manor, the &c. day of, &c. and from thence adjourned to the &c. day of, &c. was admitted upon the said Surrender

Surrender, unto one Messuage, or one Rood of Land, parcel of the five Roods of Land, whereof the residue was lately in the Tenure of Z. W. which the said E. C. then lately purchased of R. P. and unto one Acre of Land in P. late the Lands of R. P. and unto one Messuage or Tenement, and three Roods and an half of Land inclosed in P. aforesaid, late the Lands of R. B. and unto two Acres and one Rood of Land, parcel of two Acres and three Roods, with a Barn thereon built in P. aforesaid, late the Lands of J. R. whereof two Roods, residue thereof, were lately surrendered to J. G. and unto two pieces of Land in P. aforesaid, containing by Estimation three Roods; the first piece whereof containeth by Estimation one Rood and an half, lying between the Lands late of J. R. on the West, and the Lands late of E. F. on the East, and abutting on the Highway leading from P. to L. towards the South: The second piece, containing by Estimation one Rood and an half, lying more Southerly between the Lands, then late of J. P. and then of E. B. Widow, on the East, and the Lands of E. F. on the West, and abutting on the aforesaid Way towards the North, and unto half an Acre lying in P. aforesaid, between the Lands of the Vicaridge of P. on the East and West, and abutting upon the Lands late of E. F. and then of the said R. T. towards the South, and upon a certain Way towards the North; the Reversion of which last mentioned Premises, when it should fall after the death of J. S. Widow, the said E. C. the elder purchased to him and his Heirs of W. H. and M. his Wife, and H. H. Widow; To hold to him the said R. T. his Heirs and Assigns, for ever, according to the Custom of the said Manor; relation being thereunto had, more at large appeareth. And whereas by a certain Decree or Decretal Order, bearing date, &c. made in the High Court of Chancery, in a Cause there depending be-

tween the said *E. C.* Complainant, and the said *R. T.* Defendant: It was amongst other things ordered and decreed, That the said Parties should proceed to a general Account before Sir *J. H.* Bar. One of the Masters of the said Court of *Chancery*: And the said *R. T.* was to have his Principal Money, Interest and Costs, to be computed and taxed by the said Master: And the said *R. T.* was to accompt for the Rents and Profits by him made or received by, or out of the said Copyhold, and also out of the said *E. C.* Freehold Lands hereafter mentioned, as also for such of the said *E. C.*'s Goods as came to the said *R. T.*'s hands in use: And on the said *E. C.*'s payment to the said *R. T.* of what should appear due to him, if any thing, the said *R. T.* was to re-surrender the said Copyhold Premises to the said *E. C.* at such time and place as the said Master should appoint: And whereas after divers Proceedings upon the Accompt, the said Sir *J. H.* by his Report, bearing date, &c. hath certified due to the said *R. T.* for Principal Interest and Costs, the Sum of one hundred sixty nine pounds nineteen shillings and one penny, and appointed the same to be paid to the said *R. T.* by the said *E. C.* on the Feast of the Annunciation of the Blessed Lady *St. Mary* the Virgin now last past; which Report stands absolutely confirmed by the Order and Decree of the said Court of *Chancery*; as by the said Report and Orders, relation being thereunto had, more at large appeareth. And whereas the said *E. C.* did make default in payment of the said One hundred sixty nine pounds nineteen shillings and one penny, according to the said Report, and hath not since paid the same, whereby he is absolutely fore-closed of all Equity of Redemption, of and to the said Freehold and Copyhold Premises: Now this Indenture witnesseth, That the said *E. C.* for and in consideration of the said Sum of One hundred sixty nine pounds nineteen shillings and

and one penny, due and owing by him to the said R. T. and in satisfaction thereof, as also for and in consideration of the further Sum of, &c. of lawful Money of *England* to him in hand paid by the said R. T. the receipt whereof he the said E. C. hereby acknowledges, and thereof and of every part thereof, doth exonerate and discharge the said R. T. his Heirs, Executors and Administrators, and every of them for ever, by these Presents; He the said E. C. hath granted, bargained, sold, aliened, remised and confirmed, and by these Presents doth grant, bargain, sell, alien, remise, release and confirm unto the said R. T. and his Heirs, the said Messuage or Tenement, Lands and Premises herein before mentioned, with their and every of their Appurtenances, and the Reversion and Reversions, Remainder and Remainders thereof, and of every part and parcel thereof: And all the Estate, Right, Title, Interest, Equity and Benefit of Redemption, Claim and Demand whatsoever in Law or Equity, or otherwise of him the said E. C. of, in, to or out of the said Messuage or Tenement, Lands and Premises, or of, in, to or out of every or any part or parcel thereof, to which said Messuage or Tenement, Lands and Premises the said R. T. hath been duly admitted as aforesaid, and is now, and by virtue thereof in the full, quiet and peaceable possession of all the said Premises herein before mentioned to be hereby granted, bargained, sold, aliened, remised, released and confirmed, and every part and parcel thereof, with their and every of their Appurtenances, unto the said R. T. his Heirs and Assigns, to the only proper use and behoof of the said R. T. his Heirs and Assigns, for ever: And this Indenture further witnesseth, That the said E. C. for the Considerations aforesaid, hath granted, bargained, sold, aliened, remised, released and confirmed; and by these Presents doth grant, bargain, sell, alien, remise, release and con-

firm unto the said R. T. and his Heirs, (in his actual possession being by virtue of a Bargain and Sale for six Months to him made by the said E. C. in and by one Indenture, bearing date the day before the date hereof, and by force of the Statute for transferring Uses into Possession;) All those several Pieces of Freehold Lands late R. M's, &c. (as in the Lease) with their and every of their Rights, Members and Appurtenances thereunto belonging, or in any wise appertaining or accepted, reputed, deemed or taken as part, parcel or Member thereof, and the Reversion and Reversions, Remainder and Remainders thereof, and also all the Estate, Right, Title, Interest, Equity and Benefit of Redemption, Claim and Demand whatsoever, in Law or Equity, or otherwise of him the said E. C. in and to the same Premises, or of, in, to or out of every, or any part or parcel thereof; To have and to hold the said several pieces of Freehold Lands and Premises herein before mentioned, and intended to be hereby granted, bargained, sold, aliened, remised, released and confirmed, and every part and parcel thereof, with their and every of their Appurtenances, unto the said R. T. his Heirs and Assigns, to the only proper use and behoof of the said R. T. his Heirs and Assigns, for ever. And the said E. C. for himself, his Heirs, Executors and Administrators, and for every of them, doth Covenant, promise and grant, to and with the said R. T. his Heirs and Assigns, by these Presents, in manner and form following; (that is to say.) That the said R. T. his Heirs and Assigns, for and notwithstanding any Act or Acts, Thing or Things, had, made, done, committed, omitted, or wittingly or willingly suffered by him the said E. C. or E. C. his said late Father, or any other claiming under them, or either of them, shall or lawfully may from time to time, and at all times hereafter, for ever peaceably and quietly have, hold, use, occupy, possess and enjoy the

the Premises abovesaid, with their and every of their Appurtenances, and every part and parcel thereof, without any lawful Lett, Suit, Trouble, Hindrance, Contradiction, Expulsion, Eviction or Disturbance whatsoever of him the said E. C. or of any other Person or Persons lawfully claiming, or to claim, by, from or under him or his said late Father: And that he the said E. C. and his Wife, and his and their Heirs, shall and will from time to time, and at all times hereafter upon the reasonable request, and at the proper Costs and Charges in the Law of the said R. Y. his Heirs or Assigns, make, do, acknowledge and execute, or cause and procure to be made, done, acknowledged and executed, all and every such further and other lawful and reasonable Act and Acts, Thing or Things, Conveyances and Assurances in the Law whatsoever for the further, better and more perfect and absolute conveying and assuring the said Copyhold Messuage or Tenement, Lands, Tenements and Premises, as well Freehold as Copyhold, herein before mentioned, and intended to be hereby granted, bargained, sold, aliened, remised, released and confirmed, and every part and parcel thereof, with their and every of their Appurtenances, unto the said R. Y. his Heirs and Assigns, for ever, according to the Purport, true Intent and Meaning of these Presents, be it by Fine or Fines, Recovery or Recoveries, Deed or Deeds, inrolled or not inrolled, Surrender or Surrenders, or by all or any or either of these ways or means, or otherwise, as by the Council learned in the Law of the said R. Y. his Heirs or Assigns, shall be reasonably devised, advised or required, so as such further Assurance or Assurances contain in them no Covenant or Warranty further, or other than against the Person or Persons, his or their Heirs or Assigns, and his and their several Acts and Deeds only, who shall be required to make the same; And so as the Person or

Persons that by virtue of this Covenant, shall be compelled or compellable to make such further Assurance, be not compelled to travel above Seven Miles from the Place of his, her or their Abode or Dwelling, for the doing thereof. In witness, &c.

A Release of Lands settled to pay Debts, together with an Assignment of the said Debts.

THIS Indenture, &c. between *William Monson* of *Broxborne* in the County of *Hertford* Esq; of the one part, and *Hugh Boscowen* of *Tregothan* in the County of *Cornwall* Esq; of the other part: **Whereas** by Indentures of Lease and Release, bearing date on or about the 11th or 12th days of *July* last past, made or mentioned to be made between the Right Honourable *Edward* Earl of *Lincoln*, and the Honourable *Vere Booth*, Daughter of the Right Honourable *George* late Lord *Delamere* deceased, Sir *Henry Monson* of *Burton* in the County of *Lincoln* Baronet, *Hugh Boscowen* of *Tregothan* in the said County of *Cornwall* Esq; and also *Theophilus Smith* of *London* Draper, *George Wadley* of *London* Factor, *Isabella Walsmesly* of *Westminster* in the County of *Middlesex* Widow, Executrix of the last Will and Testament of *Denham Hunlock* late of the Parish of *St. Clements Danes* in the said County of *Middlesex* Taylor deceased, *Silus Titus* of *Bushey* in the said County of *Hertford* Esq; remaining Creditors of *Theophilus* Earl of *Lincoln* deceased, and *Anthony Wyther* of the Parish of *St. Giles in the Fields* in the said County of *Middlesex* Gent. of the one part; and the said *William Monson*, Party to these Presents, and *George Monson* of *Grays-Inn* in the said County of *Middlesex* Esq; of the other part, reciting; **That whereas** a Commission of Bankrupt had been obtained against the said *Theophilus Smith*, and the Commissioners therein

therein named had thereupon found the said *Theophilus Smith* a Bankrupt, and since had bargained, sold and assigned the Estate real and personal of the said *Theophilus Smith*, unto the said *George Wadley*; and that *Thomas Panton*, and divers other Persons, who were formerly Creditors of the said *Theophilus* late Earl of *Lincoln* deceased, had assigned their respective Debts due to them from the said Earl *Theophilus*, and all the Benefit thereof, unto the said *Anthony Wyther*, in trust for the said *Hugh Boscowen*, the payment of the said Debts being charged upon the Messuages, Cottages, Lands, Tenements, Hereditaments herein after mentioned to be granted and released by virtue of the last Will and Testament of the said *Theophilus* late Earl of *Lincoln*, subject nevertheless to a Mortgage in Fee of the said Messuages, Cottages, Lands and Hereditaments, vested in the said *Hugh Boscowen* and his Heirs, to the use of him and his Heirs; It was by the said Indenture of Release witnessed, That for and in consideration of the Sum of 2000 *l.* to the said *Hugh Boscowen* in hand paid by the said *William Monson*, and also for and in consideration of the Sum of 200 *l.* of lawful Money of *England*, to the said *George Wadley*, and of the like Sum of 200 *l.* to the said *Isabella Walmesley*, and of the like Sum of 200 *l.* of like Money to the said *Silus Titus* in hand paid by the said *William Monson* by the direction, and at the said *Edward* Earl of *Lincoln* and *Vere Booth*'s request, in part of payment and discharge of the Sum and Sums of Money which the said *Theophilus Smith*, *George Wadley*, *Isabella Walmesley* and *Silus Titus*, can or may claim or demand for or in respect of their Debts due from the said late Earl *Theophilus*, and chargeable upon (among others) the said Lands and Tenements, by force of the said Will of the said *Theophilus* late Earl of *Lincoln* or otherwise; The said *Edward* Earl of *Lincoln* and *Vere Booth*, and also the said *Sir Henry Monson* and *Hugh Boscowen*, at
the

the request and by the direction of the said *Edward Earl of Lincoln, Vere Booth, Silus Titus, Isabella Walmesley, George Wadley and Thophilus Smith*, Did in obedience to a Decree and Orders made in the High Court of *Chancery*, grant, bargain, sell, alien, release and confirm unto the said *William Monson* and his Heirs, All and singular the Messuages, Cottages, Lands, Tenements and Hereditaments herein after mentioned, and the Reversion and Reversions, Remainder and Remainders, Rents, Issues and Profits of the said Premises, and every part and parcel thereof, which should grow due or payable from our *Lady-day* last past before the date of the said recited Indenture: And all the Estate, Right, Title, Interest, Trust, Equity and Trust, Power of Redemption, Property, Claim and Demand whatsoever of them the said *Earl of Lincoln, Vere Booth, Henry Monson, Hugh Boscowen, Thophilus Smith, George Wadley, Isabella Walmesley, Silus Titus* and *Anthony Wyther*, or any of them, of, into, or out of the said Premises, or any part thereof: Now this Indenture witnesseth, That the said *William Monson*, for and in consideration of the Sum of 600 l. of lawful Money of *England* to him in hand paid by the said *Hugh Boscowen*, at and before the enfealing and delivery of these Presents, the Receipt whereof he doth hereby acknowledge, &c. He the said *William Monson* hath granted, bargained, sold, aliened, released and confirmed, and by these Presents doth grant, bargain, sell, alien, release and confirm unto the said *Hugh Boscowen* and his Heirs, (in his actual possession now being by virtue of a Bargain and Sale to him made for 6 months by the said *William Monson*, by Indenture bearing date the day next before the day of the date of these Presents, made between the said *William Monson* of the one part, and of the said *Hugh Boscowen* of the other part, and of the Statute for transferring Uses into possession) All and singular the Messuages, Cottages, Lands, Tenements

ments and Hereditaments, herein after mentioned, situate, lying and being in the Town, Fields, Hamlets, Precincts and Parish of *Poyatan* in the said County of *Lincoln*; that is to say, All that Cottage, &c. and the Reversion and Reversions, Remainder and Remainders, Rents, Issues and Profits of the said Premises, and of every part and parcel thereof, and all the Estate, Right, Title, Interest, Trust, Equity and Power of Redemption, Property, Claim and Demand whatsoever of him the said *William Monson*, of, into or out of the said Messuages, Lands, Tenements, Hereditaments and Premises, or any of them, or any part thereof; To have and to hold the said Messuages, Cottages, Lands, Tenements, Hereditaments, and all and singular other the Premises, unto the said *Hugh Boscorwen*, his Heirs and Assigns, to the only proper use of him the said *Hugh Boscorwen*, his Heirs and Assigns, for ever: And also hath assigned and transferred over, and by these Presents doth assign and transfer over unto the said *Hugh Boscorwen*, his Executors and Administrators, such part, and so much of the Debts above said as were granted, transferred and conveyed to him, and all Benefit to be had and received thereby: And the said *William Monson*, for himself, his Heirs, &c. doth Covenant, promise and grant, to and with the said *Hugh Boscorwen*, his Heirs and Assigns, by these Presents, That he the said *William Monson* hath not at any time heretofore made, done, committed, or wittingly or willingly suffered any Act, Matter or Thing whatsoever, whereby, or by means whereof the said Messuages, Cottages, Lands, Tenements, Hereditaments and Premises, or any of them, or any part thereof, is, are, shall or may be impeached or incumbered in Title, Charge, Estate or Interest howsoever. In witness, &c.

*A Release and Confirmation to a Man and his Wife
for their Lives, and to the Heirs of the Wife.*

THIS Indenture, &c. between *Simon Bayly* of *Stepney* in the County of *Middlesex* Gent. of the one part; and *Thomas Meade* of *Farnham* in the County of *Essex* Gent. and *Elizabeth* his Wife, on the other part, witnesseth; That for and in consideration of 191 l. of lawful Money of *England* in hand paid by the said *Thomas Meade* and *Elizabeth* his Wife, at and before the enfealing and delivery of these Presents, being the same Consideration-money in one Indenture, bearing date with these Presents, and made between *Edmund Sheppard* of *Ratcliff* in the said County of *Middlesex* Grocer, and the said *Simon Bayly*, of the one part, and *Thomas Stephens* of *Bishop-Stratford* in the County of *Hertford* Gent. and the said *Thomas Meade* and *Elizabeth* his Wife, of the other part; the Receipt whereof he doth hereby acknowledge, and thereof, and of every part and parcel thereof, doth acquit, discharge and release the said *Thomas* and *Elizabeth*, their Heirs, Executors and Administrators, by these Presents, He the said *Simon Bayly* hath granted, bargained, sold, aliened and confirmed, and doth by these Presents grant, bargain, sell, alien and confirm unto the said *Thomas Meade* and *Elizabeth* his Wife, All that Messuage or Tenement called *Strongs*, together with all and singular the Houses, Edifices, Buildings, Barns, Stables, Orchards, Gardens, Yards, Backsides and Grounds to the said Messuage or Tenement belonging or appertaining, or therewith used, occupied or enjoyed, containing by estimation two Acres, more or less, and now or late in the Tenure or Occupation of *William Meade* Gent. or his Assigns, situate, lying and being together in

Manewden

Manewden in the said County of *Essex*, between the Tenement sometimes of *James Bull* towards the South, and the Messuage or Tenement now or late of *John Bull* towards the North, abutting on *Manewden-Street*, or Highway leading from *Clavering* to *Stratford* towards the East, and upon the Land now or late of *Thomas Thurgood* towards the West, or by whatsoever other Names or Boundaries the same are known or called: And all Ways, Passages, Waters, Water Courses, Profits, Commodities, Hereditaments and Appurtenances to the said Messuage or Tenement belonging or appertaining, or with the same used or enjoyed; and the Reversion and Reversions, Rents yearly, and other Profits of all and singular the Premises: And all the Estate, Right, Title, Interest, Use, Possession, Trust, Claim and Demand whatsoever of him the said *Simon Bayly*, of, in or to the said Premises, or any part or parcel thereof; together with all and singular Deeds, Writings, Evidences, Wills, Escripts and Minutments touching and concerning the said Premises, or any part thereof only, and true Copies of all and singular such Deeds and Writings as concern the said Premises jointly, with any other Lands, to be written and copyed out at the Costs and Charges of the said *Thomas* and *Elizabeth*, and the Heirs and Assigns of the said *Elizabeth*: All and singular which Premises were heretofore the Lands of *John Rombold* of *Manewden* aforesaid, Gentleman, and by him amongst other Lands, were demised to *Nicholas Davies* of *Great Haddan* in the County of *Hertford* Gent. for the term of 500 Years, by Indenture dated the Fifth day of *November* in the Three and twentieth Year of the late King *Charles* the First, which said Term is by mean Assignments come unto the said *Edmund Sheppard*,
in

in trust for the said *Simon Bayly*; and by the said Deed, bearing date with these Presents, is assigned to the said *Thomas Stevens* in trust for the said *Thomas Meade* and *Elizabeth* his Wife, to attend the Inheritance vested in them by these Presents; To have and to hold the said Messuage or Tenement, and all and singular the Premises, with the Appurtenances, unto the said *Thomas Meade* and *Elizabeth* his Wife, their Heirs and Assigns, to and for the only use and benefit of the said *Thomas Meade* and *Elizabeth* his Wife, for and during their Natural Lives, and the Life of the longer Liver of them, and from and after their decease to the use and behoof of the Heirs and Assigns of the said *Elizabeth* for ever: And the said *Simon Bayly* doth for himself, his Heirs, Executors and Administrators, Covenant, promise and grant, to and with the said *Thomas Meade* and *Elizabeth* his Wife, and the Heirs and Assigns of the said *Elizabeth*, that for and notwithstanding any Act or Thing done or to be done by him the said *Simon Bayly*, or any claiming under him to the contrary, he the said *Thomas Meade* and *Elizabeth* his Wife, and the Heirs and Assigns of the said *Elizabeth*, shall and may quietly and peaceably have, hold and enjoy the said Messuage or Tenement, Lands and Premises, with the Appurtenances: And that he the said *Simon Bayly* hath not by any ways or means whatsoever charged or incumbered the same, (the said Assignment of the said Lease of Five hundred years made to the said *Thomas Stevens* in trust for the said *Thomas* and *Elizabeth*, and the Heirs and Assigns of the said *Elizabeth* only excepted:) And further, that he the said *Simon Bayly* and his Heirs, or any claiming from or under him, shall and will at the Costs and Charges of the said *Thomas Meade* and

and *Elizabeth* his Wife, and the Heirs and Assigns of the said *Elizabeth*, at any time during the space of Seven years next ensuing, do any such further or other Act, Thing or Things for the better assuring, conveying and corroborating the Premises unto the said *Thomas Meade* and *Elizabeth* his Wife, and the Heirs and Assigns of the said *Elizabeth*, as by his, her, or their Council learned in the Law shall be reasonably devised, advised and required, Be it by Fine or Fines, Recovery or Recoveries, or other Assurance whatsoever, so that the Persons to do the same be not compellable to travel further than the Cities of *London* and *Westminster*, or one of them: And that all and every Fine and Recovery between the Parties to these Presents, or their or any of their Heirs, shall be to the Uses in these Presents specified and contained. In witness whereof, &c.

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A Settlement of an Estate to Uses.

A Mortgage of a Manor, Rectory, and several Lands, Tenements and Hereditaments; with Covenants to settle the Premises to several Uses, and under several Conditions and Proviso's therein declared, limited and appointed.

[Drawn by Mr. Ewer of Lincoln-Inn.]

THIS Indenture *quadrupartite*, made the day of _____ in the _____ Year of the Reign of our Sovereign Lord Charles the Second, by the Grace of God of England, Scotland, France and Ireland, King Defender of the Faith, &c. *Anno Domini* _____ Between R. F. of, &c. Esq; of the first part; T. A. of, &c. Esq; and A. his Wife, of the second part, R. P. of, &c. Gent. of the third part; and W. T. of, &c. Gent. of the fourth part, witnesseth; **That** as well for and in consideration of the Sum of Four thousand pounds of lawful Money of England to the said R. F. by the said T. A. at and before the enfealing and delivery of these Presents, well and truly paid, the receipt whereof the said R. F. doth hereby acknowledge, and thereof and of every part and parcel thereof, doth acquit, exonerate and discharge the said T. A. his Heirs, Executors, Administrators and Assigns, by these Presents, as for the settling and establishing all and every the Manor, Rectory, Messuages, Lands, Tenements and Hereditaments hereafter mentioned, to such Uses, Intents and Purposes, as is herein after limited and appointed; It is agreed by and between the Parties to these Presents, that a Recovery Common, with double

double Vouchers shall be had and suffered in manner herein after mentioned, of all that the Manor of *M. alias M.* near *London*, and all and singular the Messuages, Lands, Tenements and Hereditaments of him the said *R. F.* thereunto belonging in the Parish of *M.* in the County of *Middlesex*: And also all that the Rectory of *M. alias M. alias T.* in the said County of *Middlesex*, and all and singular other the Messuages, Lands, Tenements and Hereditaments whatsoever of him the said *R. F.* in the said Parish of *M. alias M. alias T.* in the said County of *Middlesex*; wherein the said *R. F.* hath any Estate of Inheritance, as aforesaid: And also all that Messuage or Tenement, with the Appurtenances of him the said *R. F.* situate in *F.* in the Parish of *St. Andrews Holborn* in the said County of *Middlesex*, now or late in the Tenure or Occupation of *J. G.* together with all Ways, Waterss, Passages, Profits and Appurtenances whatsoever to the same Manor, Rectory and Premises belonging, or in any wise appertaining: And the Reversion and Reversions, Remainder and Remainders thereof, and all the Estate, Right, Title and Interest of him the said *R. F.* of, in and to the same, except and always reserved out of these Presents, All those pieces or parcels of Pasture-ground, both of them containing sixteen Acres and a half, be it more or less, situate upon the North-part of *Great Newland* in the said Parish of *M.* within the County aforesaid, formerly in the possession of *J. R.* and *J. E.* or their Assigns, and now or late in the possession of *J. G.* or his Assigns, or Under-tenants: And also all those four Messuages or Tenements, with their Appurtenances: And also all that Field of Meadow or Pasture-ground, containing by estimation ten Acres or thereabouts, commonly called or known by the name of the *Ship*: And all that other Field, or parcel of Pasture or Meadow-ground commonly called or known by the name of *Broadfield*, contain-

ing by estimation nineteen Acres or thereabouts, as the said two Fields lie together; which said Messuages, or Tenements and Premises, are situate and being near the common Highway leading from *T.* to *St. Giles in the Fields* in the said County of *Middlesex*, now in the tenure or occupation of *John Wells*; together with all Ways, Waters, Profits and Appurtenances thereunto belonging: And also all those two Fields of Meadow and Pasture-ground, commonly called or known by the name of the *Church-fields*, heretofore in the possession of *T. H.* and now or late in the tenure or occupation of *R. D.* containing by estimation nineteen Acres, be the same more or less: And also all that Field of Meadow or Pasture-ground, commonly called or known by the name of *M. Field*, with the Appurtenances, containing by estimation eleven Acres, more or less, being part of a Farm called or known by the name of *B. Farm*, situate, lying and being in the Parish of *M.* aforesaid, and abutting upon the Land leading to *M.* aforesaid, now or late in the tenure or occupation of *J. S.* his Assigns or Under-tenants: And in order to the suffering such Recovery, it is hereby concluded and condescended, and fully agreed unto by and between all the Parties to these Presents, that before the end of the Term of *St. Hillary*, next ensuing after the date of these Presents, one Writ of Entry, *sur Disseisin in le post*, shall be sued forth out of his Majesty's High Court of Chancery, and returnable in his Majesty's Court of Common-Bench at *Westminster*, whereby the said *W. T.* shall demand against him the said *R. P.* all and singular the said Manor, Rectory, Messuages, Lands, Tenements and Premises, (except before excepted) by such Name and Names, Quantities, Qualities, Numbers, Contents and other Certainties as shall be apt and convenient in that behalf; unto which said Writ he the said *R. P.* shall and will appear *gratis*, and make defence, and shall

shall vouch the said R. F. who shall likewise appear, and take upon him the said Warranty, and after vouch over the common Vouchee, and such further Proceedings shall be had thereupon, that a good and perfect common Recovery, with such Vouchers as aforesaid, according to the usual Course and Form of Common Recoveries, with double Vouchers, shall and may be had and perfected before the end of the said *Hillary*-Term now next ensuing of, for, and upon all and singular the said Manors, Rectory, Messuages, Lands, Tenements and Premisses herein before mentioned, (except before excepted :) And it is hereby fully and absolutely Covenanted, granted, concluded, declared and agreed, by and between all the said Parties to these Presents, and they do declare that the said Rectory so to be had, and all and every other Fine and Fines, Recovery and Recoveries heretofore had or suffered, or hereafter to be had, levied, suffered or executed of the said Manor, Rectory, Messuages, Lands, Tenements and Premisses, (except before excepted) or any part or parcel thereof, by or between the said Parties to these Presents, or whereunto they or any of them are or shall be Party or Parties, shall be construed, adjudged, deemed and taken to be and enure: And the said Conizees in the said Fine, and their Heirs, and the Demandant or Demandants, Recoverer or Recoverers in the said Recovery, and his and their Heirs, and all and every other Person and Persons, which after such Recoveries suffered and executed, shall be seised of the said Manor, Rectory, Messuages, Lands, Tenements and Premisses, (except before excepted) or any of them shall stand seised of, and in all and singular the said Manor, Rectory, Messuages, Lands, Tenements and Premisses, (except before excepted) and of all and every part and parcel thereof, to the only Uses, Intents and Purposes herein after mentioned; (that is to say)

To the use and behoof of the said *T. A.* his Executors, Administrators and Assigns, for and during the Term of Five hundred years, to commence and being from the day next before the date of these Presents, and from thenceforth next ensuing fully to be compleat and ended, without Impeachment of or for any manner of Waste; and from and after the End and Expiration, or other sooner Determination of the said Term of Five hundred years, to the use and behoof of the said *R. F.* and the Heirs Males of his Body lawfully begotten, or to be begotten: And for default of such Issue to the use and behoof of the said *A.* the Wife of the said *T. A.* and Sister of the said *R. F.* and the Heirs Males of her Body lawfully begotten or to be begotten; and for default of such Issue, to the use and behoof of the said *R. F.* and his Heirs and Assigns, for ever: Nevertheless it is concluded and agreed upon, by and between the Parties to these Presents, That if

Declaration of the Intent and Meaning of the Mortgage, to be void upon payment of the Mortgage Money with Interest.

the said *R. F.* or his Heirs, Executors, Administrators or Assigns, or any or either of them do and shall, well and truly pay, or cause to be paid unto the said *Thomas A.* his Executors, Administrators or Assigns, or some or one of them, at or in the *Middle-Temple Hall*, situate near *Fleet-street London*, the full Sum of Four thousand eight hundred pounds of lawful Money of *England*, in manner following; (that is to say) on the Nineteenth day of *April* next after the date of these Presents Fifty pounds part thereof, on the Nineteenth day of *July* next ensuing the date hereof, Fifty pounds other part thereof, on the Nineteenth day of *January* next ensuing the date hereof, Fifty pounds other part thereof, on the Nineteenth day of *January*, which shall be in the year of our Lord , Fifty pounds other part thereof, on the Nineteenth

teenth day of *April*, which shall be in the said year of our Lord

Fifty pounds other part thereof, on the Nineteenth day of *July*, which shall be in the said year of our Lord

Fifty pounds other part thereof, on the Nineteenth day of *October*, which shall be in the year of our Lord

Fifty pounds other part thereof, on the Nineteenth day of *January*, which shall be in the year of our Lord

Fifty pounds other part thereof, on the Nineteenth day of *April*, which shall be in the year of our Lord

Fifty pounds other part thereof on the Nineteenth day of *July*, which shall be in the year of our Lord

Fifty pounds other part thereof on the Nineteenth day of *October*, which shall be in the said year of our Lord

Fifty pounds other part thereof, on the Nineteenth day of *January*, which shall be in the year of our Lord

Fifty pounds other part thereof, on the Nineteenth day of *April*, which shall be in the year of our Lord

Fifty pounds other part thereof, on the Nineteenth day of *July*, which shall be in the said year of our Lord

Fifty pounds other part thereof, on the Nineteenth day of *October*, which shall be in the year of our Lord

Fifty pounds other part thereof, on the Nineteenth day of *January*, which shall be in the said year of our Lord

Four thousand fifty eight pounds in full payment of the said Four thousand eight hundred pounds, without making any Deduction or Abatement out of the same or any part thereof, for any Taxes, Assessments, Payments, or other matter or thing whatsoever, that then and from thenceforth the said Term of Two hundred years herein before limited and appointed in use unto the said *Thomas Austin*, his Executors, Administrators and Assigns, shall cease, determine and become utterly void, any thing herein contained to the contrary thereof in any wise notwithstanding: And the said *R. F.* for himself, his Heirs, Executors and Administrators, either

and every of them, doth Covenant, promise and grant, to and with the said *Thomas Austin*, his Executors, Administrators and Assigns, and with every of them, by these Presents, in manner and form following; (that is to say) That he the said *R.F.* his Heirs, Executors or Administrators, shall and will well and truly pay or cause to be paid unto the said *Thomas A.* his Executors, Administrators or Assigns, or some or one of them, the said Sum of Four thousand eight hundred pounds of lawful Money of *England*, at the days and place, and in such manner and form as are herein before appointed for the doing thereof, according to the true intent and meaning of the said *Proviso* above mentioned, without making any Deduction or Abatement out of the same or any part thereof, for Taxes, Assessments, or otherwise. Lastly, The said *T.A.* for himself, his Executors, Administrators and Assigns, and for every of them, doth Covenant, promise and agree, to and with the said *R. F.* his Heirs, Executors, Administrators and Assigns, by these Presents, That it shall and may be lawful to and for the said *R. F.* his Heirs and Assigns, to hold and enjoy all the Premises, and to receive and take the Rents and Profits thereof to his own use, until default be made in the payment of the said Sum of Four thousand eight hundred pounds, or some part thereof, contrary to the true intent and meaning of these Presents, without any lawful Lett or Interruption of, or by the said *T. A.* his Executors, Administrators or Assigns, or any of them, or any Person or Persons lawfully claiming, or to claim from, by or under him, them or any of them. In witness, &c.

A Deed of Covenants, to settle a Jointure of part of the Premises, upon S. (Wife of one of the Parties) for her Life; the Remainder of that part, and of all the Residue of the Estate to A. (another of the Parties) in Fee.

[Drawn by Serjeant Pemberton.]

THIS Indenture tripartite, made, &c. between A. J. of, &c. Esq; and S. his Wife, of the first part; J. F. of, &c. and H. J. the elder of, &c. of the second part; and A. B. and C. D. of the third part, witnesseth; **That** for the Docketing and debarring of an Estate in Tail, and of such Remainders as are of and in the Manor, Lands, Tenements and Hereditaments hereafter mentioned, for the settling of the said Manor, Lands, Tenements and Hereditaments, in such manner and form, and to and for such use and uses as hereafter in and by these Presents is or are mentioned, expressed, limited and declared; It is Covenanted, granted, and fully concluded and agreed, by and between all the said Parties to these Presents, and every of them do for themselves, their Heirs and Assigns, Covenant, grant and agree, to and with each other of them, by these Presents, That they the said A. J. and S. his Wife, shall and will before the Feast-day of St. John the Baptist next ensuing the date hereof, at the Costs and Charges of the said A. J. acknowledge and levy one Fine *sur Cognizance de droit come ceo qu'ils ont de leur done*, before his Majesty's Justices of the Common-Pleas at Westminster, with Proclamations in due form and course of Law, to be levied, sued, prosecuted and perfected unto the said J. F. and H. J. and the Heirs of the said J. F. of all that the Manor or Lordship of C. otherwise C. with the Rights, Members and

Appurtenances thereof in the said County of O. And all the Lands, Tenements, Rents, Reversions and Hereditaments whatsoever of the said A. J. and S. his Wife, and either of them in C. otherwise C. aforesaid, or elsewhere in the said County of O. by such Name or Names, and Contents, as Council learned in the Law shall name and appoint, which said Fine so to be acknowledged, levied and had, and all and every other Fine and Fines to be had by or between the said Parties, or any of them, of, for or concerning the said Manor, Lands and Premises, or any part thereof, before the said Feast-day of St. *John the Baptist* next ensuing, shall be and enure, and shall be construed and adjudged, and taken to be and enure to the use and behoof of the said J. S. and H. J. and of the Heirs of the said J. F. for ever; To the end, intent and purpose that they the said J. F. and H. J. being by the said Fine Tenants to the Freehold of the said Manor, Lands and Premises, a Common Recovery may be had, and prosecuted and executed against them: And therefore it is moreover Covenanted, granted, concluded and fully agreed, by and between the said Parties to these Presents, That the said A. J. and C. D. shall and may, at the Costs and Charges in the Law of the said A. J. his Heirs and Assigns, commence or prosecute one Writ, or several Writs of Entry, *sur Disseisin in le post*, after the manner and course of Common Recoveries against the said J. F. and H. J. whereby they shall demand against the said J. F. and H. J. the said Manor, Lands, Tenements, and all and singular other the Premises, and every part and parcel thereof, by such Name and Names as shall be thought fit by the said A. J. or his learned Council, unto which said Writ or Writs the said J. F. and H. J. shall appear in proper Person, or by their Attorney or Attornies, and shall in due form of Law vouch to Warranty the said A. J. And that the said A. J. shall appear
upon

upon the said Voucher in proper Person, or by his Attorney, and shall vouch over to Warranty the Common Vouchee; and that Common Vouchee shall appear and imparl, and afterwards make default, whereby a perfect Judgment may be given for the Demandants in the said Writ or Writs against the said J. F. and H. J. for the Recovery of the said Manor, Lands, Tenements, Hereditaments, and all other the Premisses, and of every part and parcel thereof, and likewise for the said J. F. and H. J. to recover in value against the said A. S. after the manner and course of Common Recoveries in such cases used and provided. And it is further Covenanted, granted, concluded and fully agreed upon, by and between the said Parties to these Presents, and the said Parties do for themselves, their and every of their Heirs and Assigns, Covenant and grant, conclude and agree, to and with each other of them and their Heirs, by these Presents, That the said Recovery and Recoveries, and all and every other Recovery and Recoveries to be had or executed by or between the said Parties, or any of them, of the said Manor, Lands, Tenements, Hereditaments and Premisses, or of any part or parcel thereof, shall be and enure, and shall be construed, adjudged, deemed and taken to be and enure, and the Recoverers and their Heirs, and all and every other Person and Persons which shall have any Estate of Freehold or Inheritance, of, or in the said Manor, Lands, Tenements, Hereditaments and Premisses, or of, or in any of them, or of, or in any part or parcel of them, or any of them, shall from and immediately after the said Recovery and Recoveries, stand and be seised of the said Manor, Lands, Tenements, Hereditaments, and all and singular other the Premisses, and of every part and parcel thereof, with all and singular their Appurtenances, To the Uses, Intents and Purposes, mentioned, limited and declared; (that is to say) For and concerning

cerning all that Meadow or Mowing-ground, commonly called or known by the name of the *Chief-Meadow*, and all that Close or inclosed Ground of Meadow or Pasture-ground, commonly called or known by the name of *W. alias W.* with the Meadow, being parcel of, or being near or adjoining to the same; and all that Close or inclosed Ground of Meadow or Pasture-ground, commonly called or known by the name of the *K. Ground*; One other Close or inclosed Ground, commonly called or known by the name of the *Lambs*, as it is now divided from a parcel of Ground called the *Uphill*; And all that Close or inclosed Ground, commonly called or known by the name of the *Upperbill*; The Field of *Little-Compton*, adjoining thereunto towards the East-side; The Field of *Cornwell*, adjoining thereunto towards the South, and a certain Hill called *A. Hill*, towards the West: With all Ways, Profits and Appurtenances to the said Closes or inclosed Ground belonging, To the only use and behoof of the said *A. J.* and *S.* his Wife, for the Jointure of the said *S.* and of the Heirs and Assigns of the said *A. J.* for ever: And for and concerning the residue of the said Manor, and all and singular other the said Lands, Tenements, Hereditaments and Premisses, with their and every of their Appurtenances, and every part and parcel thereof, to the only proper use and behoof of the said *A. J.* and of his Heirs and Assigns for ever, and to or for no other use, intent or purpose whatsoever. **In witness, &c.**

*A Settlement of Lands to Uses, before Marriage, with
variety of Special Covenants.*

[Perused by Serjeant Maynard.]

THIS Indenture *tripartite*, made the day of
April in the year of King Charles the Se-
cond, &c. between T. J. of, &c. of the first part ;
F. W. of, &c. and C. B. of, &c. of the second part ;
and E. J. Widow, of the third part, witnesseth ;
That the said T. J. for the barring and cutting off
all Intails, Remainders and Recoveries of the Ma-
nor or reputed Manor, Lands, Tenements, &c. here-
after mentioned and expressed, and for the vesting
and settling of the same unto and upon him the said
T. J. and his Heirs, and for divers other good Causes
and valuable Considerations him the said T. J. here-
unto especially moving, Hath alienated, bargained,
fold, released and confirmed, and by these Presents
doth alien, bargain, sell, release and confirm unto
the said F. W. and C. B. their Heirs and Assigns, All
that the Manor or reputed Manor, &c. (reciting
every particular piece of Land, with their Estimati-
on of Acres ;) And also all and singular other the
Manors, Messuages, Lands, Tenements, Rectories,
Tithes, Meadows, Pastures, Marshes, Woods, Under-
woods, Waters, Fishing and Hereditaments whatso-
ever of him the said T. J. in the said County of N.
with their and every of their Rights, Members and
Appurtenances ; and the Reversion and Reversions,
Remainder and Remainders of the said Manor, &c.
and Premisses, with, &c. (*ut antea*) And also all the
Estate, Right, Title, Interest, Claim and Demand
whatsoever of him the said T. J. of, in and to the
said Manor, Tithes and Premisses, and of, in and to
every part and parcel thereof, with their and every
of

of their Rights, Members and Appurtenances of all which Manors and Premises aforesaid. They the said *H. W.* and *C. B.* now being in the actual possession for the Term of one year, by virtue of an Indenture of Bargain and Sale thereof, bearing date the day next before the day of the date of these Presents, made between the said *T. J.* of the one part, and the said *H. W.* and *C. B.* of the other part; and by force of the Statute for the transferring Uses into Possession, To have and to hold the said Manor and Premises hereby aliened and released, or meant, mentioned or intended to be hereby aliened and released, with their and every of their Rights, Members and Appurtenances, unto the said *A. W.* and *C. B.* their Heirs and Assigns, to the intent and purpose that the said *F. W.* and *C. B.* may be perfect Tenants of Freehold of the said Manors, &c. and all and singular other the Premises aforesaid, with the Appurtenances, whereby a perfect Recovery or Recoveries may be had and suffered of the said Manors, &c. and of all, &c. aforesaid, at or before the end of *Michaelmas*-Term next ensuing: And to that purpose, it is further Covenanted, concluded and agreed, by and between all the said Parties to these Presents, That the said *H. W.* and *C. B.* at and before the end of *Michaelmas*-Term aforesaid, shall and will at the Costs and Charges of the said *T. J.* permit and suffer the said *E. J.* to purchase and pursue out of his Majesty's High Court of *Chancery*, against them the said *H. W.* and *C. B.* or the Survivor of them, One Writ of Entry *sur Disseisin in le post*, whereby the said *E. J.* shall demand the said Manor of *T.* in *T.* aforesaid, with the Appurtenances, and also the said Rectory of *T.* aforesaid, with all the Tithes, Rights, Members and Appurtenances thereunto belonging or appertaining: And also all and every the said Messuages and Premises, with their and every of their Appurtenances in *T.* aforesaid, against

against them the said *F. W.* and *C. B.* returnable before his Majesty's Justices of his Court of *Common-Pleas* at *Westminster*, by such Name or Names, Quantities or Contents of Acres as by the said *T. J.* or his Learned Council in the Law shall be reasonably advised or devised, unto which said Writ the said *F. W.* and *C. B.* or the Survivor of them, in his or their proper Person or Persons, or by his or their lawful Attorney, as Tenant of the Freehold of the said Manor, Rectories, Tithes, and other the Premises aforesaid, shall appear and make defence, and vouch to warrant the said *T. J.* who also in his proper Person, or by his lawful Attorney, shall appear, and *gratis* enter into the Warranty thereof, and vouch over the Common Vouchee, who likewise shall in his proper Person appear, and plead to the same Writ, and after Imparlance shall make default, whereby the said *E. J.* shall and may have Judgment to recover the aforesaid Manors, Lordship, Rectories and Tithes, and all and singular the Messuages, and other the Premises aforesaid, with their and every of their Rights, Members and Appurtenances, as against the said *J. E.* and *C. B.* with such further Recovery or Recoveries over in value against the respective Vouchees aforesaid, whereby a perfect Recovery may be had of the said Manors, Rectories, Tithes and Premises, according to the order and course of Common Recoveries in such Cases used for the assurance of Lands; which said Recovery, and all and every other Recovery and Recoveries, and all other Assurances whatsoever heretofore had, or hereafter to be had or suffered of all or any the said Manors, Lordships, Rectories, Tithes and Premises herein before mentioned, or any of them, by or between the said Parties to these Presents, or any of them, shall be adjudged, esteemed, reputed and taken to be and enure: And the said *E. J.* and her Heirs, by force
and

and virtue thereof, and of these Presents, shall stand and be seised of the said Manors, Lordships, Rectories, Tithes, and all and singular the Messuages, Lands, Tenements, Meadows, Pastures, Marshes, Hereditaments, and all and every other the before mentioned Premisses, with their and every of their Rights, Members and Appurtenances, To the only and absolute use and behoof of the said T. J. and of his Heirs and Assigns for ever, and to no other use, intent, meaning or purpose whatsoever. **In witness, &c.**

A Settlement of Lands to Uses before Marriage, where part of the Marriage Portion is paid in ready Money, and the residue made up by Assignment of Bonds and Debts, being the reasonable part according to the Custom of the City of York, devised to the intended Wife by her late Father.

[Drawn by Serjeant Skipwith.]

THIS Indenture tripartite, made, &c. between J. S. Knight, and G. S. Esq; Son and Heir apparent of the said Sir J. S. of the first part; Sir T. T. Knight, of, &c. Sir W. D. Knight, of, &c. J. T. Esq; of, &c. R. K. Esq; of, &c. and J. A. Gent. of, &c. of the second part; and J. T. Widow, late Wife and Executrix of the last Will and Testament of T. E. Esq; deceased, and S. E. her eldest Daughter, K. H. Esq; of, &c. and R. S. Esq; of, &c. of the third part, witnesseth; **That** the said Sir J. S. for and in consideration of a Marriage shortly hereafter, by God's permission, to be had and solemnized between the said G. S. and S. T. and of the Sum of Seven thousand two hundred pounds of currant *English* Money, part in ready Money, and the rest in Bonds and Debts, made in the name of the said S. and J.

or

or one of them, and assigned and delivered over unto the said Sir J.S. by the said J.E. (by direction and appointment of the said S. E.) which Sum of Seven thousand two hundred pounds is in part of Satisfaction of the Customary part and parts of the said S. due unto her of the Goods, Chattels, Debts, Rights and Personal Estate of the said T. E. her Father deceased, by the Custom of the City of *York*, and of the Legacies given and bequeathed unto her by the last Will and Testament of her said Father, and of all the Gain, Profits and Increase of the said Customary part and Legacies, and is in part of the Marriage Portion of the said S. the Receipt whereof the said Sir J.S. doth hereby confels and acknowledge, and thereof doth acquit and discharge the said J. E. her Executors and Administrators, by these Presents: And in consideration that the said J.E. hath also agreed to convey and assure, or cause to be assured before the said Marriage, to and for the use and behoof of the said G. S. and S. T. and their Affigns, or in trust for them, One third part of all those Messuages, Lands and Tenements, lying and being in *H. and W.* in the County of, &c. wherein the said J.E. in right of her said Executorship, is estated and interested for several Terms of years, which third part belongs unto the said S. as part of her Customary and Legatary parts aforesaid: As likewise in consideration that the said G. S. by his Intermarriage aforesaid, in the right of the said S. E. shall have and enjoy certain Messuages, Lands, Tenements and Hereditaments, in *W.* in the, &c. which were given and bequeathed unto the said S. and her Heirs, or the Heirs of her Body by the said T. E. her Father, in and by his said last Will and Testament, by such Name and Names as in the said Will is expressed, whereof the said S. is now seised in her Demeasne, as of Fee or Fee Tail, charged and chargeable nevertheless with the Dower
and

and Title of Dower of the said *J.* which said Sum of Seven thousand two hundred pounds in Money and Bonds, and the said Leases and Estate, both real and personal of the said *S.* do amount and come to the full value of Ten thousand pounds: And for the better Confirmation of a Jointure heretofore made by the said Sir *J. S.* unto the Lady *G. S.* his now Wife, and for the assuring of a Jointure unto the said *S. E.* and for settling and assuring of all the Manors, Lands, &c. hereafter mentioned in the Name and Blood of him the said Sir *J. S.* so long as it shall please Almighty God to continue the same in such sort as hereafter is expressed, and for and in consideration of the natural Love and Affection which he the said Sir *J. S.* beareth unto the said *G.* his Son, and *J. S.* his other Son, and *N. S.* his Brother, and other his Kinsmen hereafter named, doth for himself, his Heirs, Executors and Administrators, Covenant and grant, to and with the said Sir *T. T.* Sir *W. D.* *J. T.* *R. H.* *J. A.* *R. H.* and *R. S.* and every of them, their and every of their Heirs, by these Presents, That he the said Sir *J. S.* and *L. S.* his Wife, and the Heirs of the said Sir *J. C.* shall and will before the end of *Michaelmas*-Term next coming after the date of these Presents, and at the proper Costs and Charges of the said Sir *J. S.* acknowledge and levy one or more Fine or Fines, *sur Cognizance de droit come ceo quils ont de leur done*, unto the said Sir *T. D.* Sir *W. D.* *J. T.* *R. K.* *J. K.* *R. H.* and *N. S.* or some of them, and their, or some or one of their Heirs: Whereupon Proclamations shall or may be had and made, according to the form of the Statute in that behalf made and provided, by such Name and Names, Numbers, Qualities and Quantities of Acres and other Certainties, as by the said *J. E.* or her Counsel Learned in the Law shall be devised, of all that the Manor, Site, Capital Messuage, Farm and Demesne Lands of *A.* with their Appurtenances, in the

the said County of *D.* And of all that Farm Lands, Tenements and Hereditaments, called or known by the name or names of *East E.* and *West E.* in the Parish of *A.* in the said County of *D.* And of all that the Water and Waters, and Fishings thereof, called the *East* and *West-Fleet*, in the said County of *D.* and of three parts of the Soil thereof, the whole in four parts to be divided, parcel of or adjoining to the Manor of *A.* aforesaid : And of all that the Rectory and Parsonage impropriate of *A.* aforesaid, with the Advowson, free Disposition and Right of Parsonage of the Vicaridge of *A.* aforesaid : And of all that the Manor, Capital Messuage, Park and Demesne Lands of *M. B.* in the said County of *D.* with their Appurtenances : And of all that Messuage and Farm, Lands, Tenements and Hereditaments, called or known by the name or names of the *C. Farm* in *M.* aforesaid : And of all that the Manor of *M.* with its Appurtenances in the said County of *D.* And of all that Farm or Tenement in *S.* in the said County of *D.* commonly called *B. Farm*, and the Lands called *H.* And of all those Lands, Tenements and Hereditaments in *E.* aforesaid, called or known by the name or names of *J. A. T. S.* all which Lands and Tenements in *E.* aforesaid, and last mentioned, lately were the Lands and Tenements of one *W. H.* and now are in the Occupation of Sir *J. S.* or his Assigns, and all other the Messuages, Lands, Tenements and Hereditaments of him the said Sir *J. S.* in *E.* aforesaid, in, &c. And of all that the Farm of *B.* and Farm of *T.* in, &c. And of all that the Manor and Farm of *B.* with the Appurtenances in, &c. and of all that Messuage and Water-grist Mill, of him the said Sir *J. S.* called *G. Mill*, in, &c. with their and every of their Appurtenances : And of all Messuages, Edifices, Buildings, Dove-houses, Mills, Garden, Orchards, Yards, Courts, Curtilages, Lands, Tenements, Meadows, Leasowes, Pastures, Commons, Common

of Pasture, waste Grounds, Furzes, Heaths, Marshes, Woods, Underwoods, Ways, Ponds, Waters, Fishings, Fowlings, Price Fishes, Rents, Reversions, Remainders, Services, Customs, Custom-Works, Court-Leets, Court-Barons, Hundred-Courts, Perquisites and Profits of Courts, View of Frank-pledge, and all that to View of Frank-pledge doth appertain, Relief, Herriots, Fines, Amerciaments, Goods and Chattels waived and estrayed, Goods and Chattels of Felons, Fugitive and Outlaws, Wrecks of Sea, Fees, Wards, Marriages, Escheats, Franchizes, Royalties, Liberties, Privileges, Jurisdictions, Preheminences, and all other Profits, Commodities, Emoluments, Advantages, Immunities and Hereditaments whatsoever, unto the said Manor, Farms and Premises, or any or either of them, or any part or parcel of them, or any or either of them belonging, or in any wise appertaining, or with or within them, or any or either of them, or any part or parcel of them, or any or either of them used, occupied, enjoyed, or to be said or taken, or reputed, deemed or taken to be part, parcel or member thereof: And of the Advowson, Donation, Presentation, free Disposition and Right of Patronage of the Parish Churches of *M.* aforesaid, and of *M. B.* aforesaid, and of all other the Messuages, Farms, Lands, Tenements, Rents, Reversions, Services, Advowsons, Rectories, Glebe-lands, Tithes, Royalties, Franchizes and Jurisdictions, Liberties, Privileges, Advantages, Emoluments and Hereditaments whatsoever of him the said Sir *J. S.* whereof or wherein he hath an Estate of Inheritance, situate, lying and being, growing, arising or renewing in the said Manor, Towns, Parishes, Villages, Hamlets, Fields or Precincts of *A. E. W. E. P. C. C. D. G. W.* in the said Counties of *D.* and *S.* or in any of them: And it is hereby Covenanted, granted, condescended, concluded and fully agreed on by and between the said Parties to these Presents, That the said Fine and Fines in manner and form aforesaid,

aforeſaid, or in any other manner to be levied, had and executed, and all and every other Fine and Fines, Recovery and Recoveries, Affurances and Conveyances whatſoever, which ſhall hereafter be had, made, levied, acknowledged, executed or ſuffered of the Premiſſes, or any part thereof, by or between the Parties to theſe Preſents, or any of them, ſhall immediately from and after the levying, ſuffering, making or executing of them, or any of them, be and enure, and be adjudged, deemed and taken to be and enure, and to be adjudged, deemed and taken to be and enure: And the Conizees of the ſaid Fine and Fines, named and to be named, and others to whom the ſaid Affurance or Conveyance, Affurances or Conveyances, ſhall be made or executed, their Heirs or Aſſigns, ſhall from time to time, and at all times after the levying, executing and perfecting of the ſaid Fine and Fines, and other Affurances and Conveyances, ſtand and be ſeiſed of and in all and ſingular the ſaid Manors, Meſſuages, Lands, Tenements, Advowſons, Rectories, Glebe-lands, Tithes, Hereditaments, and all other the Premiſſes whatſoever, with their Appurtenances, to the Uſes, Intents and Purpoſes, and under the *Proviſo's*, Conditions, Limitations and Agreements hereafter in theſe Preſents appointed, expreſſed and declared, and to and for no other uſe, intent or purpoſe whatſoever; (that is to ſay) Of, for and concerning one Cloſe of Paſture, commonly called the *Service-Cloſe*, lying and being in *B.* aforeſaid, reputed to be parcel of the Farm of *B.* and now in the Occupation of the ſaid Sir *J. S.* or his Aſſigns, To the uſe and behoof of the ſaid *S. T.* for the term of her natural life, for the Jointure of the ſaid *S.* in full recompence of all ſuch Dower, Right and Title of Dower which ſhe may have or claim of, in, unto or out of any the Manors, Lands, Tenements or Hereditaments of the ſaid *G. S.* And of, for and concerning

the said Manor and Farm of *B. juxta D.* (except the said Close of Pasture called the *Service-Close*; and all that the Farm of *E. E.* in the Parish of *A.* aforesaid, and the said Farm called *B. Farm*, and Lands called *H.* in *E.* aforesaid, and of all the said Lands and Tenements called *J. A.* and the said Farm called the *C. Farm* in *M. S.* aforesaid; and all that part, and so much of the said Tithes, parcel of the said Rectory of *A.* as arise or renew in, upon, or out of the Farm or Lands then called *L. Farm*) Together with all Messuages, Lands, Tenements, Franchizes and Hereditaments to the same Premisses, or any part thereof, or therewith, or thereupon used or occupied or enjoyed as part thereof, or thereunto belonging to the use of the said Sir *J. S.* and *G. S.* for and during the Joint Lives of them the said Sir *J. S.* and *G. S.* without Impeachment of or for any manner of Waste, and with full power and liberty to commit Waste and Spoil: And after the deceases of them the said Sir *J. S.* and *G. S.* then to the use and behoof of the said *S. E.* for and during so long time as the said *S. E.* shall live, for the better maintenance of the said *S.* And of, for and concerning the said Manor, Site, Capital Messuage, and Farm of *S.* And all Lands, Tenements, Franchizes, Liberties and Hereditaments thereunto belonging, to the use and behoof of the said *S. E.* for and during so long time and term as the said *S.* and either of them the said Sir *J. S.* and Dame *G.* his Wife, shall jointly live, and not after the death of both of them the said Sir *J. S.* and Dame *G.* his Wife: And of, for and concerning all the said Manor, Rectory Improprite, Farm and Demesne Lands of *A.* and all other the Premisses in *A.* aforesaid: And the said Water and Waters, and Fishing thereof, called the *East-Fleet* and *West-Fleet*, and three parts of the Soil thereof, the whole in four parts to be divided, (excepting the said Farm of *E. E.* and Tithes of *H. Farm*, before otherwise limited

mitted, to the use and behoof of the said J. S. for and during the Term of his natural life, without Impeachment of, or for any manner of Waste, and with full power and liberty to do Waste and Spoil, and after his decease to the use and behoof of the said Dame G. his Wife, for and during the term of her natural life, for her Jointure, in full recompence of all such Dower, Right, Title and Claim of Dower, which she the said Dame G. may make in or to all or any the Manors, Lands, Tenements and Hereditaments of the said Sir J. S. and after her decease, then as well of the said Manor, Rectory, Improprate Farm and Demefn Lands of A. and other the Premisses herein before limited to the said Lady G. for her Jointure, as also of, for or concerning the said Farm of E. E. and Tithes of H. Farm, To the use and behoof of the said S. E. for and during the Term of her life for her better maintenance: And of, for and concerning all those the aforesaid Manors, Parks, Lands, Tenements and Hereditaments whatsoever, called or known by the name or names of M. S. M. O. B. alias B. W. alias W. Ridford S. Mill, Slepton Gorges, Compton, Doudon alias C. D. West Chinnoek, Middle Chinnoek, and all other the Premisses, situate, lying and being in M. S. M. O. W. alias W. C. G. C. D. alias C. D. West Chinnoek, Middle Chinnoek, W. H. C. East Boker, West Boker, and D. aforesaid: And the Advowsons of the Churches of M. S. M. O. W. M. Middle Chinnoek, and M. N. And of and concerning all other the Premisses whatsoever, whereof no use is herein before limited, To the use and behoof of the said Sir J. S. for and during the Term of his natural life, without Impeachment of or for any manner of Waste, and with full liberty and power to commit Waste and Spoil; and after his decease then thereof, as also after the respective deaths of the said Dame G. and of the said S. E. respectively, of all the said Manors, Farms, Rectories, Tenements and Hereditaments of,

or called by the names of *Burton juxta D. Skinsford, E. W. F. A. S. M. T.* and two Grounds adjoining *B. Farm, H. C. Farm, A. Manor*, the Rectory of *A.* and all other the afore-mentioned Premises whatsoever, whereof any use is before limited to the use of the said *G. S.* for and during the Term of his natural life, without Impeachment of or for any manner of Waste, with full liberty and power to commit Waste and Spoil: And after his decease, then to the use of the first Son of the said *G. O.* on the Body of the said *G.* to be begotten, and of the Heirs Males of the Body of the said first Son to be begotten: And for default of such Issue, to the use and behoof of the 2d, 3d, 4th, 5th, 6th, 7th, 8th, 9th and 10th Son and Sons, and all and every other the Son and Sons of *G. S.* on the Body of the said *S.* to be begotten, and the Heirs Males of the Body of the said 2d, 3d, 4th, 5th, 6th, 7th, 8th, 9th and 10th Son and Sons, and all and every other Son aforesaid successively to each of them, one after another, and the Heirs Males of his and their respective Bodies, and Heirs to be begotten, the one and his said Heirs Males to take before the other, and his Heirs Males, according to the Priority of Age, and Seniority of Birth of every such Son and Sons respectively, after the deaths of the respective Persons to whom any use is herein before limited; and for want of such Issue Male of, for and concerning all that the said Manor, Farm and Demesne Lands of *A.* and all that the said Rectory of *A.* and other the Premises in *A.* aforesaid: And of, for and concerning all those the said Manors, Lordships, Parks, Lands, Tenements and Hereditaments whatsoever, called or known by the name or names of *M. S. M. O. W. S. Mill, S. Garges, C. D. alias C. D. W. C. M. C.* and other the Premises whatsoever and wheresoever, situate and being other than and excepting the said Manors, Site, Capital Messuage and Farm of *S.* the said Manor and Farm

Farm of *B. juxta D. E. E. J. A. S. Meade, Turmells*, the two Closes adjoining *B. Farm, H. C. Farm*, and the Tithes of *H. Farm* aforesaid; and all Lands, Tenements, Franchizes, Liberties and Hereditaments thereunto belonging, or therewith used, occupyed or enjoyed as part or parcel thereof, or as thereunto belonging, and the several Advowsons afore-mentioned also excepted) To the use and behoof of the said Sir *T. T. Sir W. D. J. T. K. K. J. A. K. H. and R. S.* their Executors, Administrators or Assigns; for and during the full term and time of 31 years from thence next ensuing fully to be compleat and ended, to the Intents and Purposes, and upon the Trusts herein after expressed; Provided always that if the said *G. S.* shall happen to die in the life time of the said Sir *J. S.* and shall have no Daughter or Daughters on the Body of the said *S.* begotten unmarried, or in *Ventre sa mere*, at the time of his death, or if the said *G. S.* shall happen to survive, and over live the said Sir *J. S.* that then and from thenceforth the said Term of Thirty one years herein before mentioned, shall cease, determine, and be utterly void and of none effect: And in case he shall have no such Daughter or Daughters on the said *S. in seint*, with a Daughter or Daughters, or after the End, Cesser, Expiration or other Determination of the said Term of One and thirty years in case he have any such Daughter or Daughters then of the Premises hereby limited for the said Term of One and thirty years; and for default of such 1st, 2d, 3d, 4th, 5th, and other the said Sons of the said *G. S.* on the Body of the said *J. S.* and of the Heirs Males of their Bodies to be begotten; Then of the said Site, Capital Messuage and Farm of *B. juxta D. E. E. J. A. Guddlow Meade and T.* The two Closes adjoining *B. Farm*, and the Lands called *Hungerwell, C. Farm*, the Tithes of *L. Farm* aforesaid, and all Lands, Tenements and Hereditaments thereunto belonging, and the Advowson

vowson before mentioned, to the use and behoof of the first Son of the said G. S. on the Body of any Wife other than the said S. to be begotten; and to the Heirs Males of the Body of such first Son to be begotten, and for default of such Issue to the use and behoof of the 2d, 3d, 4th, 5th, 6th, 7th, 8th, 9th and 10th Son and Sons, and all and every other the Son and Sons of the said G. S. on the Body of any other Wife to be begotten, and the Heirs Males of the Body of the said 5th, 6th, 7th, 8th, 9th and 10th Son and Sons, and all and every other Son and Sons of the said G. S. successively one after another to each of them, and the Heirs Males of their respective Bodies to be begotten, the one and his said Heirs Males to take before the other, and his Heirs Males, according to the Priority of their Ages and Seniorities in Birth of every such Son and Sons respectively: And for want of such Issue, then to the use and behoof of *James S.* second Son of the said Sir J. S. for the term of his life, without Impeachment of any manner of Waste, and with full power to commit Waste and Spoil, and after his decease to the use of the first Son of the said *James S.* and the Heirs Males of the Body of such first Son to be begotten: And for default of such Issue, to the use and behoof of the 2d, 3d, 4th, 5th, 6th, 7th, 8th, 9th and 10th Son and Sons, and all and every other the Son and Sons of the said J. S. and the Heirs Males of the Body of such 2d, 3d, 4th, 5th, 6th, 7th, 8th, 9th and 10th Son and Sons, and all and every other the Son and Sons of the Body of the said J. S. successively one after another to each of them, and the Heirs Males of each of their respective Bodies to be begotten, the one and his said Heirs Males to take before the other, and his Heirs Males, according to the Priority of Ages, and Seniorities in Birth of every such Son and Sons respectively: And for default of such Issue, to the use and behoof of the Heirs Males
of

of the Bodies of the said Sir J. S. to be begotten: And for default of such Issue, then of, for and concerning all that the said Manor, Rectory and Farm of A. with the Advowson of the Vicaridge of A. and all other the Premisses in A. aforesaid, and also the said Farm of E. E. and the said Tithes of S. Farm, to use of the right Heirs of the said Sir J. S. for ever: And of, for and concerning all other the Premisses whatsoever, for and after the End and Determination of the particular and other Estate before mentioned; Then to the use and behoof of W. S. Esq; Brother of the said Sir J. S. for and during the term of his natural life, without Impeachment of or for any manner of Waste; and after his decease, then to the use and behoof of G. S. Son and Heir apparent of the said W. S. and the Heirs Males of the Body of the said G. S. to be begotten: And for default of such Issue, to the use and behoof of J. S. second Son of the said W. S. and the Heirs Males of the Body of the said J. S. to be begotten: And for default of such Issue, to the use and behoof of W. S. third Son of the said W. S. Brother of the said Sir J. S. and the Heirs Males of the Body of the said W. S. to be begotten: And for default of such Issue, to the use and behoof of the Heirs Males of the Body of the said W. S. the elder, begotten and to be begotten: And for default of such Issue, to the use and behoof of the right Heirs of the said Sir J. S. for ever: And as touching the said Term of One and thirty years above limited, the trust thereof is hereby agreed and declared to be, and shall be, That if it shall happen the said G. S. to die in the life time of the said Sir J. S. without Issue Male of his Body on the Body of the said S. begotten, having any Daughter or Daughters of the Body of the said S. begotten, then living and unmarried, or in *Ventre sa mere*; That then the said Sir T. T. Sir L. D. J. T. R. K. J. A. R. H. and R. D. the Survivors and Survivor of them, their Executors, Admi-

Administrators and Assigns, shall by Sale of the said Term of One and thirty years, or any part thereof, or by receipt of the Rents and Profits thereof, or otherwise, as to them shall seem meet, raise and levy the Sum of Nine thousand pounds for the Portion and Portions of such Daughter and Daughters, according to the purport of these Presents: And also so many yearly Sums of Twenty six pounds thirteen shillings and four pence, as there shall be Daughters; and if but one Daughter, then the Sum of Twenty six pounds thirteen shillings and four pence for the Maintenance of every such Daughter and Daughters, until she or they shall attain to her and their respective Ages of Ten years, and afterwards the yearly Sum of Forty pounds apiece for every such Daughter and Daughters Maintenance, until her and their respective Age or Ages of Eighteen years, the said Sums for Maintenance, to be paid at the Feasts of *St. Michael* the Archangel, the Annunciation of the Blessed *Mary* the Virgin, by even and equal Portions to such Person and Persons as shall have the Education and bringing up of such Daughter and Daughters; but in case the said G. S. shall have any Daughter or Daughters on the Body of the said S. begotten, married in his life time; and the said G. S. shall die without Issue Male on the Body of the said S. begotten in the life time of the said Sir J. S. and shall have any Daughter or Daughters begotten on the Body of the said S. which shall not have been married in his life time, or in *Ventre sa mere*, then Abatement shall be made of so much out of the said Sum of Nine thousand pounds, as the proportionable part and share of such married Daughter or Daughters doth or should amount unto, in case she or they had continued still unmarried, and should have had a Part, Portion and Share of and in the said Sum of Nine thousand pounds, only such part and parts first deducted shall be levied and raised

raised by the Sale of the said Term or otherwise, as
aforesaid: And it is agreed and declared, That the
Sum of Nine thousand pounds, or such other Sum as
shall be paid to every of the said Daughter or Daugh-
ters, at her and their respective and several Ages of
Eighteen years, then her and their Part and Por-
tion, Parts and Portions, so dying, and the whole
Benefit accrewing to her or them, any manner of
way, either originally out of the said Sum of Nine
thousand pounds or other Sum, either by Survivor-
ship by the death of any other her Sisters or other-
wise, shall be divided among, and paid unto such of
the said unmarried Daughter or Daughters as shall
attain such Age of Eighteen years, and not cease or
go to her or their Executors: But in case any of the
said Daughters shall marry without the consent of
her the said S. her Mother, if she be then living, or if
the said Sir J. S. Dame G. his Wife, and J. C. or the
Survivors or Survivor of them, (if the said S. be then
dead) then every of them so marrying, shall lose her
or their respective Part and Portion aforesaid, saving
only One thousand pound thereof, (if her Part or
Portion thereof amount unto so much or more) and
the residue of such part and parts shall be bestowed
by the said S. (if she be then living) and if she be
then dead, then by the said Sir J. S. and Dame G.
his Wife, and J. E. the Survivors or Survivor of
them, on such other of the said Daughter or Daugh-
ters unmarried, as aforesaid; as she the said S. or the
said Sir J. S. Dame G. his Wife, and J. E. or the Sur-
vivor or Survivors of them, shall think fit: And it is
likewise agreed that the said Sir T. T. Sir L. D. J. T.
R. K. J. A. R. K. and R. S. and the Survivor or Survi-
vors of them, their Executors and Administrators,
shall have full and liberal Allowance of all Costs and
Charges, as well in Travelling as otherwise, about
raising the said Sum of Nine thousand pounds, or o-
ther Sum aforesaid, which they shall be put unto
in

in raising or recovering the same, (if any they shall be put unto) the same to be raised out of the Sale or other Disposition aforesaid. Provided always that if the said G. S. have no such Daughter or Daughters unmarried, living at the time of his death, or in *Ventre sa mere*; or if the said Sir J. S. his Executors or Administrators, or any Person or Persons to whom any the said Premises shall come, descend or remain by virtue of, or according to the Limitation of this present Indenture, shall within One year next after the decease of the said G. J. pay the said Sum of Nine thousand pounds, or such other Sum as by the Declaration aforesaid ought to be paid to the said Daughter or Daughters respectively, or else unto the said J. E. (if she be then living) or to such Person or Persons whom she shall in that behalf nominate by her last Will in writing, or in default of such Nomination unto the said Sir T. T. Sir L. D. J. T. R. K. J. A. R. H. and R. S. their Executors or Administrators, to the use of such Daughter or Daughters, or shall give unto the said J. E. (if she be then living) or unto such Person or Persons as she shall nominate and appoint as aforesaid, to take the same Security, or in default of such appointment to the said Sir T. T. Sir L. D. J. T. R. K. J. A. R. H. and R. S. the Survivors and Survivor of them, his or their Executors or Administrators, such sufficient Security for payment of the said Nine thousand pounds, or other Sum or Sums for the several Maintenances aforesaid, to the said Daughter and Daughters, at the times of payment aforesaid, as the said *Judith*, or such other Person or Persons by her to be nominated, or in default of such Nomination as the said Sir T. T. Sir L. D. J. T. R. K. J. A. R. H. and R. S. the Survivors and Survivor of them, or greater number of them, their Executors or Administrators, shall well like of and approve, and declare under their hands in writing; and in case they, or the greater number of them cannot

cannot agree, then such sufficient Security as the Lord Chancellor, or the Lord Keeper of the Great Seal of *England* for the time being, shall upon Petition or otherwise, order and set down upon hearing of both Parties, the said several Payments for Daughters Portions and Maintenance, to be satisfied and paid at or in the Church Porch of *A.* aforesaid; then in either of those cases, the said Term of One and thirty years shall cease, determine, and be utterly void, and of none effect: Provided always, and it is Covenanted, concluded and agreed, by and between the said Parties, That it shall and may be lawful to and for the said Sir *J. S.* from time to time, and at all times then after, during the Term of his natural life, when and as often as he shall please to demise, grant or lease out any part or parcel, parts or parcels of the said several and respective Manors, Messuages, Lands, Tenements, Rectory, Tithes and Premises, (other than and except the said Site, Capital Messuage, and Farm and Demesne Lands of *A.* and *M. S.* aforesaid; and the Lands, Meadows and Pastures, now therewith used and enjoyed in Demesne, as in part and parcel thereof; and except the Manor and Farm of *S.* aforesaid; and except the said Farm called *B. Farm* and *H.* and the said Lands, commonly called *J. A. Suddons Meade, Twinells*, and the two Closes adjoining, hereby limited unto the said Sir *J. S.*) as well by Copy of Court-Roll as by Deed, to any Person or Persons whatsoever, for the Term of one, two or three Life or Lives in possession, or for One and twenty years in possession, or for any number of years in Reversion or Expectancy, determinable upon the death of two Persons, to begin after the end and determination of an Estate in possession, determinable upon the death of one Person, or for any number of years in Reversion or Expectancy, determinable upon the death of one Person, to begin upon the Expiration of an Estate,
deter-

determinable upon the death of two Persons in possession, so as of the respective Lands to be letten for Life or Lives, all the Estates thereof both in Possession, Reversion and Expectancy put together at the time of the said Lease or Grant to be determinable upon the death of three Persons, and no more at the most: And so as upon every such Demise and Grant the antient and accustomed Herriots, and the ancient and accustomed yearly Rents and Services, or more, or a proportionable part thereof in value, if only part or parts of one or more Tenement or Tenements, and not the whole shall be granted or letten, and Five shillings an Acre at least for such Lands which hereafter shall be improved, inclosed and gained in Severalty out of all those the Lands called the *East-Fleet* and *West-Fleet* in the said County of D. And out of the Wastes or Common Ground of E. in the said County of S. be reserved to continue payable during the continuance of the said several and respective Estates and Terms to such Person or Persons, their Heirs, Executors and Administrators, to whom or to whose use the immediate Reversion or Remainder of the Premises shall belong or appertain by the true intent and meaning of these Presents: And that when and as often as any such Lease or Grant as aforesaid shall be made, the said Sir T.T. Sir L.D. J.T. R.K. J.A. R.H. and R.S. and their Heirs, shall stand and be seised of the Land so letten or granted, to and for the use and behoof of such Person or Persons, and for such Estate and Term as shall be so demised, granted or letten, charged nevertheless with all such Rents, Covenants, Conditions and Agreements as shall be contained in their respective Leases, according to the true intent and meaning of these Presents. Provided likewise, and it is Covenanted, concluded and agreed, by and between the said Parties, that when after the death of the said Sir J. S. and Dame G. his Wife, and that

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the said G. S. shall become Tenant of the Freehold of the respective Premises either in his own Right, or in the Right of the said S. by and according to the Limitations aforesaid; It shall and may be lawful to and for the said G. S. from time to time, and at all times then after during the Term of his natural life, when and as often as he shall please to demise, grant or lease any part or parcel, parts or parcels of the said several and respective Manors, Lands, Tenements, Rectories, Tithes and Premises, (other than and except the said Site, Capital Messuage, Farm and Demefn Lands of A. and M. G. aforesaid, and the Lands, Meadows and Pastures, now therewith used and enjoyed in demefn, as part and parcel thereof: And except the Manor and Farm of S. aforesaid, and except the said Farm called B. Farm and H. and the said Lands commonly called J. A. S. Mead, T. and the two Closes adjoining, hereby limited unto the said S. E.) as well by Copy of Court Roll, or by Deed to any Person or Persons whatsoever for the Term of one, two or three Life or Lives in possession, or for One and twenty years in possession, or for any number of years in possession, determinable upon three Life or Lives, or for any number of years in Reversion or Expectancy, determinable upon the death of two persons, to begin after the Term, End or Determination of an Estate in possession, determinable upon the death of one person, or for any number of years in Reversion or Expectancy, determinable upon the death of one person, to commence and begin upon the End or Expiration of an Estate, determinable upon the death of two persons, so as of the respective Lands to be letten for Life or Lives, or years, determinable upon one or more Life or Lives, the Estates thereof in Possession, Reversion and Expectancy, all put together, be determinable upon the death of three persons, and at the most no more, and so as upon every such Demise and Grant, the
antient

antient and accustomed Herriots, and the antient
 and accustomed yearly Rents and Services, or more
 or a proportionable part thereof, where only part
 or part of any Tenement and Tenements, and not
 the whole shall be granted and letten, and Five shil-
 lings an Acre at least for Land hereafter to be im-
 proved out of those Lands called the *East* and *West*
E. in the said County of *D.* and out of the Wastes
 or Common Ground of *K.* in the said County of *S.*
 be reserved to continue payable during the continu-
 ance of the said several and respective Estates and
 Terms to such person or persons, their Heirs, Execu-
 tors or Administrators, to whom or to whose use
 the immediate Reversion or Remainder of the Pre-
 misses shall belong or appertain, by the true intent
 and meaning of these Presents: And that when and
 so often as any such Lease or Grant as aforesaid,
 shall be made, the said Sir *T.T.* Sir *L.D.* and *J.T.*
R.H. &c. and their Heirs, shall stand and be seised of
 the Lands so demised and granted, to and for the
 use and behoof of such person or persons, and for
 such Estate and Term as shall be demised, granted
 or letten as aforesaid, charged nevertheless with all
 such Rents, Covenants, Conditions and Agreements
 as shall be contained in their respective Leases, ac-
 cording to the true intent and meaning of these Pre-
 sents. Provided also, and it is further Covenanted,
 concluded and agreed, by and between the said
 Parties to these Presents, That it shall be lawful to
 and for the said *G. S.* in the life time of the said Sir
J. S. by the consent of the said Sir *J. S.* in writing
 under his Hand and Seal expressed: And after the
 death of the said Sir *J. S.* alone by himself, in case
 he survive the said *S.* to limit, devise and appoint
 the said Manor, Farm and Demesne Lands of *S.* and
 the said Manors, Farm and Demesnes of *B. juxta D.*
 or any part thereof, to any other Wife or Wives
 which hereafter he shall happen to marry, for and
 during

during the Life or Lives of such Wife and Wives, for her or their Jointure: And that then and from thenceforth after such Appointment and Limitation, the said Sir *T.T.* Sir *L.D.* *J.T.* *R.H.* *J.A.* *R.H.* and *R.S.* and their Heirs, shall stand seised of the said Premises, to the use of such Wife or Wives accordingly. Provided also that if the said *G.S.* shall happen to overlive the said Sir *J.S.* and have no Issue Male of his Body begotten on the Body of the said *S.E.* and have Issue one or more Daughter or Daughters by her, that then it shall and may be lawful to and for the said *G.S.* by his last Will and Testament in writing, testified by three credible Witnesses at the least, or by any Deed or Writing under his Hand and Seal, testified by the like number of Witnesses to demise, grant, devise, limit or appoint all and singular the said Manors, Messuages, Lands, Tenements, Hereditaments and Premises, or any part thereof, (except the said Manor, Farm and Demesne Lands of *A.* aforesaid, the Rectory and Advowson of the Vicaridge of *A.* as aforesaid, and all other the Premises herein before limited,) unto the said Dame *G.S.* for her Jointure; and except the said Manor, Farms and demesne Lands and Premises, called or known by the name or names of *S.* and *B.* *juxta D.* *E.E.* *J.A.* *S. Mead* and *T.* and the two Closes of Pasture adjoining to the said Farm, called *B. Farm*, and Lands called *H.* the Tithes of *L. Farm*, and all other the Premises hereby limited unto the said *S.E.* And also after the respective deaths of the said Lady *G.* and *S.E.* to demise, grant, devise, limit or appoint the said Manor and Premises hereby limited unto them in Jointure, or for maintenance respectively, or any part thereof, to any Person or Persons, for such convenient and compleat Term of years not exceeding One and twenty years, as shall be sufficient for raising any Sum of Money not exceeding the Sum of Twelve thousand pounds for the Preferment of all and every

the said Daughter and Daughters, the same to be paid unto her or them the said Daughter or Daughters, by such Parts and Portions, and in such manner and form, and at such time and times as the said G.S. by any such Deed or Writing testified by three credible Witnesses, or by such last Will and Testament in writing testified by the like number of Witnesses shall limit or appoint: And if it shall happen the said G. S. to survive the said Sir J. S. and have any Son or Sons, and also Daughter and Daughters, on the Body of the said J. E. to be begotten, that then it shall and may be lawful to and for the said G.S. after the death of the said Sir J.S. by any Deed or Deeds in writing, or by his last Will and Testament in writing, (the same Deeds or Will to be by him signed and sealed in the presence of three credible Witnesses at the least) to grant, devise, convey or assure unto all or any the said younger Sons and Son, and Daughter or Daughters, or any other Person or Persons in trust for them or any of them, for their or any of their Maintenance and Preferment, according to such parts and proportions as he shall think fit and direct, the Lands, Tenements and Hereditaments aforesaid, called the *C. Farm*, *B. Farm*, *H. E. Farm*, *J. A. G. Meade*, *T.* the two Closes adjoining, and the said Rectory of *A.* or any part thereof, to commence and begin after the Estates herein before limited therein to the said Dame G. and to the said S. E. respectively, for and during the full time and term of Ninety nine years, to be accompted from and after the end or expiration of the respective Estate and Estates of the said Dame G. and S. or the making of such Lease or Leases, and in the mean time to charge all or any the other Premisses, not limited to the said Dame G. or S. as aforesaid, with a Rent Charge of Three hundred pounds *per Annum*, payable yearly at the four most usual Feasts of the year by equal Portions, with a Clause or Clauses

of

of distress for Non-payment thereof, and so have continuance until the Commencement of the said Term of Ninety nine years, and no longer. Provided always, and it is the further meaning, intent and purpose of these Presents, and the Parties hereunto, That if the said G. S. shall not have any Issue Male begotten on the Body of the said S. and shall have Issue one or more daughter or daughters on the Body of the said S. begotten, and the said Manor of A. shall descend or come unto the said daughter or daughters as Heirs or Heir, or Co-heirs of the said Sir J. S. then no Money at all by virtue of these Presents, or any Limitation aforesaid shall be raised or levied for any the said daughter or daughters; and if any shall have been levied, (other than for their Maintenance) if it amount and come unto the Sum of Nine thousand pounds or less, the same shall be re-paid in Nine years by One thousand pounds *per Annum*, or other ratable or proportionable yearly Sum unto that, and those Person and Persons who from and after the time of such descent or coming of the said Lands and Premises for the time being, during the said Term of Nine years, shall be the immediate Owner or Owners of the Freehold of the said other Premises, by virtue of or according to the Limitation in these present Indentures before mentioned, (other than such Person or Persons who now have any Lease or Leases, or hereafter shall have any Lease or Leases by virtue of any *Proviso*, or Power limited in these Presents: And if the Sum raised and levied, be under the Sum of Nine thousand pounds, the same shall be re-paid in the space of Nine years, by equal Payments, the same to be yearly satisfied, and paid at or in the Capital Messuage of A. aforesaid, upon the Feast-day of St. Michael the Archangel; the first Payment thereof to begin and be made at that Feast of St. Michael which shall

first and next happen after such descent or coming of the said Lands and Premisses unto the said daughter or daughters: And in case default of payment shall be made of the said Monies, or any part thereof, that then, from and immediately after such default of payment, the said Sir T.T. Sir L.D. J.T. R.K. A. &c. their Heirs and Assigns, shall and may enter into the said Manor of A. and all other the Premisses, which shall any way so descend or come unto the said daughter or daughters, and have, hold and enjoy the same, until they shall out of the Rents and Profits thereof have raised and made so much Money as the said daughter or daughters or their Heirs, should have paid, with all their Costs and Charges, and Expences for the Recovery, having and receiving thereof. Provided likewise, and it is Covenanted, concluded and agreed, by and between the said Parties, That it shall and may be lawful to and for the said J.S. from time to time, and at all times during the Term of his natural life, when by the Limitations aforesaid, and true meaning of these Presents, he is or shall be actually seised of an Estate of Freehold in possession of the respective Premisses, or any part thereof, when and so often as he shall please to demise, grant or lease any part or parcel, parts or parcels of the said severall and respective Manors, Lands, Tenements, Rectories, Tithes and Premisses, as well by Copy of Court Roll as by Indenture, (other than and except the said Site, Capital Messuage, Farm and demesne Lands of A. and M. S. aforesaid, and the Lands, Meadows and Pastures now therewith used and enjoyed as part or parcel thereof; and except the said Manor and Farm of S. and the Lands and Hereditaments thereunto belonging to any Person or Persons whatsoever, for the Term of one, two or three Life or Lives in possession, or for One and twenty years in possession, or for any number

ber of years in possession, determinable upon one, two or three Life or Lives, or for any number of years in Reversion or Expectancy, determinable upon the death of two Persons, to begin after the End or other Determination of an Estate in possession, determinable upon the death of one Person, or for any number of years in Reversion or Expectancy, determinable upon the death of one Person, to commence and begin upon the end or expiration of an Estate determinable upon the death of two persons, as of the said respective Lands to be letten, the Estates both in Possession, Reversion and Expectancy all put together, be determinable upon the determination of One and twenty years from the making, or the death of three Persons at the most, and no more, under and upon such Rent and Rents as he shall think fit, or without any Rent at all, if he so please: And that when, and so often as any such Lease or Grant as aforesaid shall be made, they the said Sir T.T. Sir L.D. J.T. &c. and their Heirs, shall stand and be seised of the Lands so demised or granted, to and for the use and behoof of such Person or Persons, and for such Estate and Term as shall be so demised, granted or letten, as aforesaid: Provided likewise, and it is Covenanted, concluded and agreed, by and between the said Parties, That it shall and may be lawful to and for the said W. S. the elder, when he shall be Owner of the immediate Freehold of the respective Premisses, according to the Limitations aforesaid, from time to time, and at all times during the Term of his natural life, when and so often as he shall please to demise, grant or lease any part or parcel, parts or parcels of the said several and respective Manors, Lands, Tenements, Rectories, Tithes and Premisses, as well by Copy of Court Roll, as by Indenture or otherwise, (other than except the said Site, Capital Messuage, Farm and de-

mesn Lands of *A.* and *M.S.* aforesaid, and the Lands, Meadows and Pastures, now therewith used and enjoyed as part or parcel thereof; and except the said Manor and Farm of *S.* and the Lands thereunto belonging) unto any Person or Persons whatsoever, for One and twenty years in possession, or for one, two or three Life or Lives in possession, or for any number of years in possession, determinable upon one, two or three Life or Lives, or for any number of years in Reversion or Expectancy, determinable upon the death of two Persons, to begin after the end or determination of an Estate in possession, determinable upon the death of one Person, or for any number of years in Reversion or Expectancy, determinable upon the death of one Person, to commence and begin upon the end or expiration of any Estate, determinable upon the death of two Persons; and so as the said respective Lands to be letten for Life or Lives, or years, determinable upon one or more Life or Lives, the Estates thereof both in Possession, Reversion and Expectancy, all put together, be determinable upon the death of three Persons at the most, and so as upon every such Demise and Grant, the antient and accustomed Herriots, and the antient and accustomed yearly Rents and Services, or more, or a proportionable part thereof, where only part of any Tenement or Tenements, and not the whole, shall be granted or letten, and $\frac{1}{2}$ s. an Acre of Lands hereafter to be improved as aforesaid, be reserved to continue payable during the continuance of the said several and respective Estates and Terms, and that when and so often as any such Lease or Grant as aforesaid shall be made, the said Sir *T. T.* Sir *L. D.* *J. T.* &c. and their Heirs, shall stand and be seised thereof, to and for the use and behoof of such Person and Persons, and for such Estate and Term

Term as shall be so demised, granted or letten, as
 aforesaid. Provided also, and it is
 concluded and agreed, by and be-
 tween the Parties to these Presents, That if the said S. E. happen to
 survive and over live the said G. S. that it shall and may be lawful to
 and for the said S. E. from time to time, and at all
 times, so long as the said S. and either of them the
 said Sir J. S. and Dame G. his Wife, shall live, (but
 not after the death of both of them the said Sir J. S.
 and Lady G. his Wife) when and so often as she shall
 please to demise, grant or lease any part or parcel,
 parts or parcels of the said Manor, Farm and demesne
 Lands of B. *juxta* D. and of the said Farm of E. E. by
 Indenture to any Person or Persons whatsoever, for
 the Term of One and twenty years in possession, or
 for the Term of one, two or three Life or Lives in
 possession, or for any number of years in possession,
 determinable upon one, two or three Life or Lives
 in Reversion or Expectancy, or for any number of
 years determinable upon the death of two Persons,
 to begin after the end and determination of an E-
 state in possession, determinable upon the death of
 one Person, or for any number of years in Reversion
 or Expectancy, determinable upon the death of one
 Person, to begin upon the expiration of an Estate
 determinable upon the death of two Persons in pos-
 session, so as of the respective Lands to be letten for
 Life or Lives, or years, determinable for one or more
 Life or Lives, the Estates thereof both in Possession,
 Reversion and Expectancy, all put together, at the
 time of the said Lease or Grant, be determinable
 upon the death of three Persons at the most, and no
 more, and so as upon every such Demise and Grant
 there be reserved so much yearly Rent and Services
 as now is reserved for such of the said Lands as are
 now in Lease, and so much yearly Rents and Servi-

*Power for the
 Wife to grant Es-
 tates, with a Li-
 mitation.*

ces for such other of the said Lands, as are not now in Lease, and shall be reserved upon any Lease thereof to be made within One year next after the date hereof or more, or a proportionable part thereof in value, if only part or parts, one or more Tenement or Tenements, and not the whole, shall be granted or letten; the same Rent to continue payable during the said severall and respective Estates: And that when and so often as any such Lease or Grant, as aforesaid, shall be made, the said Sir T.T. Sir L.D. &c. and their Heirs, shall stand and be seised thereof, to and for the use and behoof of such Person or Persons, and for such Estate and Term as shall be so by the said Demise granted or letten as aforesaid, subject nevertheless to the Rents, Covenants, Conditions and Agreements to be contained in the said severall and respective Leases. Provided

If S. Wife of G. S. claims Dower, then this power to cease.

always, and upon Condition, That if the said S. E. shall fortune to survive, and over live the said G. S. and shall not rest herself satisfied with the Manors, Lands and Tenements heretofore limited to her for Jointure and Maintenance, and she or any other for or on her behalf, by and with her consent, shall willingly commence and prosecute any Writ of Dower, or to be endowed, or to have any thing in lieu, recompence or respect of her Right and Title of Dower to the Manors, Lands and Hereditaments of the said G. S. and shall not within Six months next after request to her in that behalf made, withdraw or discontinue the said Action or Actions, and relinquish the said Suit or Suits, and release all her Right and Title of Dower of, in and to the said Manors, Lands and Hereditaments of the said G. S. the same to be done at the Costs and Charges of such Person, to and for whose use such Release shall be required to be made, and in such manner and form as by his or their Council shall be reason-

reasonably devised; That then and from thenceforth the said Fine or Fines, or other Assurances aforementioned, shall be and enure, and the Counsees and Parties to the same, their Heirs and Assigns, shall stand and be seised of the Premisses hereby limited unto the said S. to and for the use and behoof of such Person or Persons to whom the immediate Reversion or Remainder expectant upon the Estate hereby limited unto the said S. shall belong, untill such Release as aforesaid, or some other sufficient Release or Discharge of her Dower shall be made and no longer, and afterwards to be to and for the use and behoof of the said S. with such Remainder over and power as herein before is limited and declared, so as she may hold and enjoy the several Estates before by these Presents, to her limited for Jointure in maintenance as aforesaid, according to the true intent and meaning of these Presents: And the said J.S.

for himself, his Heirs, Executors and Administrators, doth Covenant, promise and agree, to and with the said R. H. and R. S. their Heirs, Executors and Administrators, That the said Manor and Farm of B. the Farm of E. E. the Lands commonly

Covenant, That
the Jointure-Lands
are free from Incum-
brances, and all the
rest shall remain to
the uses aforesaid.

called J. A. S. Meade, T. and the two Closes thereunto adjoining, the said Farm called B. Farm, and the said Farm called C. Farm, and so much of the Tithes of the Parsonage of A. aforesaid, as are issuing and growing yearly out of the said Farm called H. Farm, with their and every of their Appurtenances, from and after the death of either of them the said Sir J. S. and G. S. first happening, shall remain, continue and be unto the said S. E. for and during so long time as the said S. E. and either of them the said Sir J. S. and Dame G. his Wife, shall live free and clear, and freely and clearly acquitted, exonerated

rated and discharged of and from all, and all manner of former and other Gifts, Grants, Bargains, Sales, Jointures, Dowers, Wills, Intails, Statute Merchants, and of the Staple, Recognizances, Alienations, Licence, Fines, Issues, Amerciaments, and other Charges, Tithes, Troubles and Incumbrances whatsoever had, made, committed or done, or to be had, made, committed or done by him the said Sir J. S. or J. S. Esq; his deceased Father, or Sir G. S. Knight deceased, his Grandfather, or by any other Person or Persons lawfully claiming or to claim from, by or under them or any or either of them, Except such Estates and Grants as the said Sir J. S. hath already made of the said Manor and Farm of *B. juxta D.* or part thereof, not exceeding One and twenty years, or Ninety nine years, determinable upon one, two or three Life or Lives, whereupon such and so much, or the greatest part of the yearly Rent is reserved as at any time heretofore within the space of Seven years was reserved for the same, and except such Estate as he shall hereafter make, according to the Power and Authority hereby given and limited unto him : And that all and singular the said Manors and Lands last before mentioned, and all other the Manors, Farms, Messuages, Lands, Tenements, Advowsons, Rectories, Tithes, Hereditaments and Premises herein before mentioned, with their Appurtenances, shall for ever hereafter remain, continue and be to the severall and respective Uses, Intents and Purposes herein before limited, expressed and declared to their respective Heirs, and to the severall Person and Persons herein before named, according to the intent and true meaning of these Presents, free and clear, or else upon every reasonable request acquitted, exonerated and discharged by the said Sir J. S. his Heirs or Assigns, of and from all and all manner of former and other Bargains, Sales, Jointures, Dowers, Intails, Charges, Statutes, Recognizances, Alienations

tions without Licence, Fines, Issues, Amerciaments and other Charges, Titles, Troubles and Incumbrances whatsoever, had, made, committed or done, or hereafter to be had, made, committed or done by him the said Sir J. S. or by the said J. S. his Father, and Sir G. S. his Grandfather, or either of them, or by any other Person or Persons lawfully claiming or to claim, from, by or under them, or any or either of them, Except one Estate heretofore made of the said Manor, Farm and Premises of S. aforesaid, for the life of F. N. late Wife of G. S. Esq; deceased, and now Wife of W. G. Esq; And such other Estates as were heretofore made by the said J. S. Father of the said Sir J. S. and Sir G. S. Grandfather of the said Sir J. S. whereupon the antient and accustomed Rents are reserved, and except one Lease made by the said Fleet and Leases for One and twenty years, or for one, two or three Life or Lives, or for years determinable upon the death of four Persons at the most, and Copyhold Estates granted according to the Customs of the said several Manors by the said J. S. And except one annual or yearly Rent of Two hundred pounds granted by the said Sir J. S. unto H. T. and J. S. Esq; to be issuing and going out of all the Manors, Lands, Tenements and Hereditaments of M. S. and M. O. C. D. W. C. and M. C. aforesaid; and out of all the Lands, Tenements and Hereditaments of him the said Sir J. S. in M. T. M. O. C. D. W. C. and M. C. aforesaid, (other than the said Farm called the C. Farm, and the Lands thereunto belonging) to begin from and immediately after the death of the Survivor of them the said Sir J. S. and G. S. and to continue for and during the Term of Three and fifty years from thence next ensuing, (if the said S. E. and both of them the said L. G. S. and F. J. shall so long live:) And except one other annual or yearly Rent of Four hundred and eighty pounds of currant English Money granted by the said

Sir

Sir J. S. unto the said H.T. H.S. and their Assigns, for the Term of Sixty years from the date of the Deed whereby the same is granted, if the said Sir J. S. and G. S. shall both so long live, and be issuing and going out of the said Manor, Farm and Demefn Lands of A. and out of the said Manor and Farm of B. (except one Close called the S. Close, parcel of B. Farm aforesaid,) for the Term of Sixty years : And

A Covenant that Sir J.S. the Father is seised of an Estate of Inheritance in Fee-simple, until the intended Fine shall be levied.

the said Sir J.S. for himself, his Heirs, Executors and Administrators, doth by these Presents also Covenant, promise and grant, to and with the said R. H. and R. S. the Survivor and Survivors of them, their Executors and Administra-

tors, That he the said Sir J. S. at the time of the Sealing and Delivery hereof, (for and notwithstanding any Act or Thing by him made or done to the contrary) is, and until the said Fine shall be acknowledged and levied as aforesaid, shall and will stand and be seised of and in the said Manors, Messuages, Lands, Tenements, Advowsons, Rectories, Glebelands, Tithes, Hereditaments, and all other the Premises, with their Appurtenances, in the said Fine to be comprized by these Presents, mentioned and intended to be conveyed and assured unto the said Sir T.T. Sir L.D. &c. to the uses aforesaid of a good, absolute and indeteazable Estate of Inheritance in Fee-simple, to him and his Heirs for ever : And that he the said Sir J.S. (for and notwithstanding any such Act or Thing by him made or done to the contrary) hath full Power, lawful and rightful Authority in his own Right to grant, convey, assure, limit and appoint the same Premises, and every part and parcel thereof, with the Appurtenances, unto the said Sir T.T. Sir L.D. &c. and their Heirs, in such manner and form, and to such Uses, Intents and Purposes,

ses, and under the *Proviso's*, Conditions, Limitation^s and Agreements herein before in these Premises limited, expressed and declared: And the said Sir J. S. for himself, his Heirs, Executors and Administrators, doth by these Presents further Covenant, promise and agree, to and with the said R. H. and R. S. and their Heirs, That he the said Sir J. S. and his Heirs, shall and will at any time hereafter within the space of Seven years next ensuing the date thereof, at the proper Costs and Charges of the

Covenant for further Assurance to the Son's Wife within Seven years.

said E. her Executors or Assigns, make, do, acknowledge and execute, and suffer, or cause to be made, done, acknowledged, executed and suffered, All and every such further and other Act and Acts, Thing and Things, Devise and Devises, Assurance and Assurances in the Law whatsoever, for the more farther, better and more perfect conveying and settling of all the said Manors, Farms, Messuages, Lands, Tenements, Hereditaments and Premises herein before mentioned, and according to the several Uses and Limitations abovesaid, and according to the true meaning of these Presents, as by the said J. E. her Executors or Assigns, or her or their Council learned in the Law, shall be reasonably devised, advised and required: And that the said further and other Assurances and Conveyances, to be made and executed of the Premises, shall be and enure, and shall be adjudged, deemed and taken to be and enure, and the Persons to whom the said other Assurances shall be made and executed as aforesaid; and their Heirs, and all and every other Person and Persons that shall stand and be seised of the Premises by force of the said other Assurances had, made or executed between the said Parties to these Presents, or any or either of them, or any other, according to the true meaning of these Presents, shall stand and be

be seised thereof to the only Uses, Intents and Purposes, and under the *Proviso's*, Conditions and Limitations, in and by these Presents limited, expressed and declared, and to none other use, intent or purpose whatsoever: And that the said Sir J.S. shall and will permit and suffer all his the said Parts and Portions, Purparties and Portions of the Manor of C. H. in the said County of S. with the Advowson

That Sir J.S. shall permit certain Lands immediately after his death, to descend to G. S. his Son.

of the Parish Church of C. aforesaid, and all other the Lands, Tenements and Hereditaments, of him the said Sir J.S. in C. H. and H. aforesaid, immediately after the said Sir J.S. his death, to descend, remain or come unto the said G.S. and the Heirs Males of his Body on the Body of the said S. to be begotten, and that freed and discharged of and from all Leases, Grants, Charges and Incumbrances made, committed or done, or to be had, made, committed or done by him the said Sir J.S. (other than and except Leases for years absolute, not exceeding One and twenty years, or Estate determinable upon the death of three Persons at the most.) Provided likewise, and

Proviso, Reserving Power to Sir J.S. to revoke certain Uses before limited.

it is further Covenanted, concluded and agreed, by and between the said Parties to these Presents, That if the said Sir J.S. shall at any time hereafter be minded to revoke, determine, frustrate or make void all or any the Use or Uses, Estate or Estates hereby made, limited or appointed to the Sons which the said G. S. shall beget on the Body of any Wife, (other than the said S. E. or shall be minded to revoke and make void all or any the Use or Uses, Estate or Estates hereby limited unto the said J. S. and R. S. and their respective Children, as before is limited, or any of them, and shall

shall exprefs and declare fuch his Mind and Purpofe in plain and direct Words and Terms by any Writing figned with his own Hand, and fealed with his own Seal, in the prefence of three or more credible Witneffes at the leaft; That then, and from thenceforth all and every fuch Ufe and Ufes, Eftate and Eftates, whereof or concerning which he fhall fo fignify and declare his faid Mind as aforefaid, fhall refpectively be frustrate, void, revoked, determined, and of no force or effect, of, for and concerning all fuch, and fo much of the faid Manors, Farms, Lands, Tenements, Rectories, Tithes and Premiffes, before herein mentioned, or any part or parts thereof, whereof he the faid Sir J. S. fhall fo fignify and declare his Mind and Purpofe as aforefaid: And that then, and from thenceforth thefe Presents fhall enure and be, and the faid Sir T. T. Sir L. D. &c. and their Heirs, fhall ftand and be feifed of, for and concerning all fuch, and fo much of the faid Manors and Premiffes, whereof or concerning which he the faid Sir J. S. fhall fo fignify and declare his Mind as aforefaid, for the Eftate fo revoked and made void, to the only ufe and behoof of the faid Sir J. S. his Heirs and Affigns, for ever, (any thing in thefe Presents contained to the contrary thereof in any wife notwithstanding:)

And laftly, It is Covenanted and agreed, by and between all the Parties to thefe Presents; and the faid Sir J. S. doth for him and his Heirs, Covenant, grant and agree, to and with the faid Sir T. T. Sir L. D. &c. their Heris, Executors and Adminiftrators, by thefe Presents, That if the faid Fine fhall not be levyed and executed, or fhall not be

Covenant, That notwithstanding the Fine fhall not be duly levyed within Two years, yet the Trustees fhall ftand feifed to the ufes in thefe Presents declared.

duly

duly and sufficiently executed before the end of Two years next after the date of these Presents: That then the said Sir J. S. and his Heirs, and all and every other Person and Persons seised to his and their use, for the Consideration aforesaid, shall and will at all times then after, and from time to time, stand and be seised of such and so much of the said Manors, Messuages, Lands, Tenements and Premisses, with their Appurtenances, whereof the said Fine shall not be levied and executed, or shall not be duly and sufficiently executed to the severall and respective Uses, Intents and Purposes before in these Presents limited, expressed and declared, and of such Person and Persons, and their Heirs, and of such Estate and Estates as are herein before limited and appointed, and upon such Limitations, Powers, Conditions and *Proviso's* as are herein also declared. **In witness whereof, &c.**

*A Settlement of Lands to Uses after Marriage by Fine
sur Cognizance de Droit come ceo, &c. with spe-
cial Covenants.*

[Drawn by Mr. Ewer of Lincoln-Inn.]

THIS Indenture, &c. witnesseth, That the said
F. G. for and in consideration of a Marriage
heretofore had and solemnized between the said F. G.
and P. his now Wife, one of the Daughters of the
said M. W. and in consideration of the Sum of 500 l.
of currant *English* Money, unto him the said F. G. by
the said M. W. before the enfealing hereof, well and
truly satisfied and paid, the Receipt whereof the said
F. G. doth hereby confess and acknowledge, and
thereof doth acquit and discharge the said M. W. his
Executors and Administrators, by these Presents, and
for settling and assuring the Lands, Tenements and
Hereditaments hereafter mentioned in the Name and
Blood of the said F. G. so long as it shall please Al-
mighty God to continue the same, and for other
good Causes and Considerations him the said F. G.
hereunto moving, doth for himself, his Heirs, Execu-
tors and Administrators, Cove-
nant, (to levy a Fine) of one *A Covenant to*
Moiety, or half-endial of all *levy a Fine.*
those his F. G's Parts, Purparts
and Portions of the Manor of M. with the Appur-
tenances in the said County of D. and of the Moie-
ty and half-endial, and all his Parts, Purparts and
Portions of all the Houses, Edifices, Buildings, Barns,
Stables, Orchards, Gardens, Yards, Backsides, Lands,
Tenements, Meadows, Leafows, Pastures, Feedings,
Commons, Woods, Underwoods, Moors, Marshes,
Waters, Fishings, Fishing-places, Heaths, Furze,
Wastes, Rents, Reversions, Services and Heredita-
ments

ments whatsoever, unto the said Manor of *M.* or any part thereof belonging or in any wise appertaining, or therewith used, occupied, enjoyed, had or taken or reputed or deemed to be part, parcel or member thereof, and of the Moiety or half-endial, and all his parts of the Advowsons, Donations, Presentations, free Dispositions and Right of Patronage of the Parish Church of *M.* aforesaid, and of the Fivehead *N.* in, &c. with the Moiety or half-endial, Parts, Purparts and Portions were heretofore allotted unto one *C.P.* Esq; sometimes of *M.* aforesaid, upon a Partition had and made between him and one *J.S.* Esq; of the Manor of *M.* afore-mentioned, and of all that Capital Messuage or Mansion-house, with the Appurtenances in *M.* aforesaid, and all Lands, Tenements and Hereditaments thereunto belonging, now or late in the occupation of *E. B.* the elder, Widow, her Assignee or Assigns, and of all those Messuages, Lands, Tenements and Hereditaments, situate, lying and being in *M.* aforesaid, and now in the several Tenures and Occupations of *F.H.* &c. their Assignee or Assigns, and reputed to be part or parcel of the Moiety of the said Manor of *M.* aforesaid; which upon the division of the said Manor, were allotted unto the said *C. P.* as aforesaid, and of all other the Lands, Tenements, Rents, Reversions, Services, Advowsons, Glebe-lands, Tithes, Royalties, Liberties, Privileges, Profits, Commodities, Advantages, Emoluments and Hereditaments whatsoever of him the said *F. T.* whereof or wherein he hath an Estate of Inheritance, situate, lying and being, growing, arising or renewing in or out of the Parishes, Villages, Hamlets, Fields or Precincts of *M.* and *F.* aforesaid, and of *G.* and *H.* in the said County of *D.* And it is hereby also Covenanted, &c. stand and be seised of and in the said Moiety or half-endial, Parts, Purparts and Portions of the said Manor of *M.* aforesaid, and of the Moieties of the Advowsons and

Pre-

Presentations, and Right of Patronage of the Parish Churches of *M.* and *F.* aforesaid, and of all other the Premises, with the Appurtenances, to the Uses, Intents and Purposes, and under the *Proviso's*, Limitations and Agreements hereafter in these Presents limited, expressed and declared, and to or for no other Use, Intent or Purpose whatsoever; (that is to say) To the use and behoof

of the said *F. G.* for and during the Term of his natural life, without Impeachment of or for

Declaration of the Uses.

any manner of Waste: And from and after any Forfeiture or other Determination of the Estate of the said *F. G.* then to the use of the said (Trustees) and their Heirs only, for and during the natural Lives of the said (Trustees) upon trust, that the said *F. G.* shall have all the profit thereof, if the said Estate shall happen to come to the said (Trustees:) And from and after the decease of the said *F. G.* to the use and behoof of the said *P.* his Wife, for and during the Term of her natural life, without Impeachment of or for any manner of Waste for the Jointure of the said *P.* and after their deaths to the use and behoof of the first Son of the said *F. G.* on the Body of the said *P.* begotten, and the Heirs Males of the Body of such first Son to be begotten; and for default of such Issue, to the use and behoof of the second, third, fourth and fifth, and for default of such Issue to the use and behoof of all and every other the Son and Sons of the said *F. G.* on the Body of the said *P.* begotten and to be begotten successively to each of them one after another, and their Heirs Males of her and their respective Body and Bodies to be begotten, the one and his said Heirs Males to take before the other and his Heirs Males, according to the Priority of Age and Seniority of Birth of every such Son and Sons respectively; and for default of such Issue, to the use and be-

hoof of all and every Daughter and Daughters of the said *F. G.* on the Body of the said *P.* begotten and to be begotten, and the Heirs of their respective Bodies to be begotten; and for default of such Issue, to the use and behoof of the Heirs of the Body of the said *F. G.* to be begotten upon the Body of any other Wife, which he shall hereafter happen to marry, and the Heirs of their respective Bodies to be begotten; and for default of such Issue, to the use and behoof of the right Heirs of the said *F. G.* for ever. Several Covenants to grant Estates for himself and his Wife. Provided always, and it is fully agreed, by and between all the Parties to these Presents, That if the said *F. G.* shall have any Issue Male living at the time of his death, or the said *P.* *enseint* with a Son, and shall also have one or more Daughter or Daughters on the Body of the said *P.* begotten, and unmarried at the time of his death, or she shall be *enseint* with a Daughter or Daughters; That then they the said *M. P. &c.* and the Survivor and Survivors of them, their Heirs and Assigns, from time to time, from and after the death of the said *F. G.* and *B.* his Wife, shall have Power and Authority, and it shall and may be lawful to and for the said *M. W. &c.* the Survivors and Survivor of them, their Heirs and Assigns, to grant, convey and assure the Premises, or such part thereof as to them shall seem meet to any person or persons whatsoever, in Fee-simple, Fee-tail, or for any Term whatsoever as to them shall seem meet to raise Portions and yearly Maintenance for the said Daughter or Daughters; (that is to say) If there be but one unmarried Daughter, and she be the eldest Daughter of the said *F.* and *P.* the Son for her Portion; if the second Daughter, then the Sum of, &c. for her Portion; and if they shall have no more than two Daughters between them to be begotten and unmarried at the death of the said *F. S.* then

then there shall be raised the Sum of, &c. apiece for every of their Portions, the same Portions to be paid unto each of them at their severall and respective days of Marriage, or Ages of 18 years, which shall first happen, and, &c. *per Annum* apiece for every of their Maintenances, until their respective Portions be paid together, with full and liberal Allowance for their Charges and Expences in raising the said Portions, and executing the said Trust. A Covenant from the said *F. S.* to the said *M. W.* that the said Moiety, or half-endcal Parts, Purparts and Proportions of the Manor and Farm of *M.* aforesaid, and all other the Messuages, Lands, Tenements, Advowsons, Rectories, Tithes, Hereditaments and Premisses herein before mentioned, with their Appurtenances, shall for or hereafter remain, continue and be to the severall and respective Uses, Intents and Purposes here before limited, expressed and declared, and to the severall person and persons herein before named, and their respective Heirs, according to the true intent and meaning of these Presents, free and clear, &c. A like Covenant, That he the said *F. S.* and *E.* shall and will at all time and times hereafter at his and their own proper Costs and Charges, make, do acknowledge, execute and suffer, and cause to be made or done all and every such further and other Act and Acts, Thing and Things, Devise and Devises, Assurance and Assurances in the Law whatsoever, for the more further, better and more perfect conveying and setting of the Moiety of the said Manor, and other the Premisses herein before mentioned, to and according to the severall Uses and Limitations aforesaid; as by the said *M. R.* his Executors or Assigns, or his or their Council learned in the Law shall be reasonably devised, advised and required; And that the said farther and other Assurances and Conveyances, to be made and executed of the Premisses, shall be and enure, and shall be adjudged,

deemed and taken to be and enure, and the persons to whom the said other Assurances shall be made and executed as aforesaid, and their Heirs, and all and every other person and persons that shall stand and be seised of the Premises by force and virtue of the said other Assignments to be had, made or executed between the said Parties to these Presents, or any or either of them, or any others, according to the true meaning of these Presents, shall stand and be seised thereof to the only Uses, Intents and Purposes, and under the *Proviso's*, Conditions and Limitations, in and by these Presents limited, expressed and declared, and to and for no other Use, Intent or Purpose whatsoever. And lastly, the said *F.S.* for the Consideration aforesaid, and for the Love and Affection which he beareth unto the said *P.* his Wife, for himself and his Heirs, doth Covenant, &c. That then and from thenceforth the said *F.S.* and his Heirs, and all and every other Person and Persons seised or to be seised of the Premises, or any part thereof, to or for his or their use or behoof, shall and will at all times then after stand and be seised of such, and so much of the said Moiety, &c. with the Appurtenances, whereof the said Fine or Fines shall not be levied and executed, or shall not be duly and sufficiently executed to the several and respective Uses, Intents and Purposes before in these Presents limited, expressed and declared. In witness, &c.

*A Settlement of an Estate to Uses upon a Marriage,
by Fine and Recovery.*

THIS Indenture made, &c. between, &c. wit-
nesseth, **That** for and in consideration of a
Marriage shortly hereafter, by God's permission, to
be had and solemnized between the said *W. Y.* and
A. U. and of the Sum of Six hundred pounds of law-
ful Money of *England* by the said *John Boys* the Fa-
ther by the said *W. Y.* before the ensealing and de-
livery hereof, well and truly satisfied and paid as
the Marriage-Portion of the said *A.* the Receipt
whereof the said *W. Y.* doth hereby confess and
acknowledge, and thereof doth acquit and dis-
charge the said *J. B.* the Father, his Heirs, Execu-
tors and Administrators, for ever, by these Presents;
And also for a competent Jointure, to and for the
said *A.* in case she shall fortune to survive the
said *W. Y.* and for the settling and assuring of the
Manor, Messuages, Lands, Tenements and Heredi-
taments hereafter mentioned in his the said *W. Y.*'s
Name and Blood, so long as it shall please Almight-
y God to continue the same in such sort as hereaf-
ter mentioned, doth for himself, his Heirs, Execu-
tors and Administrators, Cove-
nant, grant and agree, to and with the said *J. S.* their Execu-
tors and Administrators, That

*Covenant to levy
a Fine.*

he the said *W. Y.* shall and will, before the end of, &c.
next ensuing the date hereof, at the Costs and
Charges of him the said *W. Y.* his Heirs or Assigns,
in due form of Law, levy and acknowledge before
the Justices of his Majesty's Court of *Common-Pleas*
at *Westminster*, one or more Fine or Fines, *sur Cog-
nizance de droit come ceo*, &c. unto the said *H. H.* &c.
and the Heirs of one of them, by some convenient

Names and Quantities of Acres, whereupon Proclamations shall and may be had and made according to the form of the Statute in such case made and provided; as by the Council of the said J. G. or the Council of one of them learned in the Law, shall be reasonably advised of all that the Manor of T. in the said County of S. with all the Rights, Members and Appurtenances thereof, and of all that the Site and Capital Messuage of the Manor of T. aforesaid, in the possession or occupation of the said W. T. and W. T. Widow, his Mother, or one of them, their or one of their Assignee or Assigns, and of all Edifices, Buildings, Dove-houses, Courts, Courtilages, Back-sides, Gardens, Orchards, Lands, Tenements, Hereditaments and Appurtenances to the said Site and Capital Messuage belonging, or in any wise appertaining: And also of those two Closes of Arable Land called D. containing both of them by estimation fourteen Acres, be they more or less; of two other Closes, the one of Arable, the other of Pasture, called R. containing by estimation, &c. of one Close of Pasture and Furze, called, &c. of one Wood or Copice, called S. Wood, containing, &c. All which before recited Premises are situate, lying and being in T. aforesaid, and now are, or late were in the Tenure, &c. and of one other parcel of Lands in T. aforesaid, called or known by the name of T. late in the Tenure of W. H. Gent. deceased: And of one Messuage or Tenement in T. aforesaid, with their Appurtenances; and of all Edifices, Lands, Meadows, Pastures, Leasows and Hereditaments thereunto belonging, or in any wise appertaining, containing in the whole by estimation six Acres, be it more or less, in the Tenure, Use or Occupation of N. B. or his Assigns, and of all that Toft or Roofless Tenement in T. aforesaid, with their Appurtenances, containing by estimation eight Acres of Land, Meadow and Pasture,

sure, be it more or less, now or late in the Tenure of one *A. F.* or his Assignee or Assigns, and of all other the Messuages, Lands, Tenements and Hereditaments of him the said *W. T.* in *T.* aforesaid, or elsewhere in the said County of *S.* whereof and wherein the said *W. T.* hath any Estate of Inheritance, and of all Ways, Paths, Passages, Easements, Profits, Commodities, Emoluments and Hereditaments to the said Manor, Site of the said Manor, and several and respective Messuages, Lands, Tenements and Premises, or any part thereof belonging or any wise appertaining; which Fine or Fines in such sort as aforesaid, or in any other manner whatsoever to be levied and executed, shall be and enure to the use and behoof of the said *H. H.* and their Heirs and Assigns for ever, to the intent that they may lawfully be Tenants of the Freehold of the Premises, whereby one or more Common Recovery or Recoveries, with single or double Voucher or Vouchers over of the same Premises, shall or may be had, suffered and executed, according to the usual manner and form of Common Recoveries for Assurance of Lands in such cases used. And it is hereby Covenanted and a-

greed, by and between the Parties to these Presents, That the said *C. D.* shall after the said Fine or Fines acknowledged,

Covenant to suffer a Common Recovery.

levied and executed, and before the end of, &c. next after the date hereof, prosecute out of the High Court of *Chancery*, one or more Writ or Writs of Entry *sur disseisin in le post*, retournable before the Justices of his said Majesty's Court of *Common-Pleas* at *Westminster*, against the said *H. H.* or the Survivors of them, of and for all and singular the before mentioned Manor, Site of the said Manor, Capital Messuage, and all other the Messuages, Lands, Tenements and Premises, by convenient Names,

Names, Quantities, and content of Acres in the said Writ or Writs to be comprized, to which Writ or Writs the said *H.H. &c.* or the Survivor of them, shall appear *gratis*, and after Declaration made against them, shall make defence by words of course, and shall vouch to Warranty the said *W.T.* who shall *gratis* enter into Warranty, and after like Declaration made against him, and like Defence made by him shall vouch to Warranty the Common Vouchee, who shall also *gratis* enter into the Warranty, and after like Declaration made against him, and like Defence made by him, shall plead the general Issue, and after Imparlance shall depart in contempt of the Court, that Judgment may be thereupon had and given for the said Demandants to recover the Premises against the said *H. H. &c.* or the Survivor of them, and for them to recover in value against the said *W.T.* and for him the said *W.T.* to recover over in value against the common Vouchee: And it is agreed, that all and every matter and thing shall be done and executed which shall be needful for the having and executing of one or more good and perfect Common Recovery or Recoveries, with single or double Voucher or Vouchers over of the said Manor and Premises, as by the said *J.B. &c.* or one of them, their or one of their Counsel learned in the Law, shall be advised: And it is further agreed, expressed and declared, that immediately from and after such Fines or Fine, and Recoveries or Recovery, levied, had or suffered and executed, of or concerning the Premises, or any part thereof, That then as well the said Fine or Fines, Recoveries or Recovery, and all and every other Assurance and Assurances, after the date of these Presents, to be had and executed of the Premises, or any part thereof, by or between the Parties to these Presents, or any of them, shall be and enure, and shall be deemed, construed and taken to

to be and enure to the Uses, Intents and Purposes, and under the Limitations and Purposes hereafter in and by these Presents mentioned, expressed and declared, and to no other Uses, Intents and Purposes whatsoever; (that is to say) Of, for and concerning the Moiety of the said

Site and Capital Messuage of the said Manor of *T.* aforelaid, the whole Dove-house, and the Moiety of all Edifices, Gardens,

A Declaration of the Uses of the Fine and Recovery.

Orchards, Courts and Appurtenances to the said Site and Capital Messuage belonging, and of, for and concerning the said two Closets, &c. with their and every of their Appurtenances, and of all Ways, Waters, Watering-places, Easements, Profits, Commodities and Advantages to them, every or any of them, belonging or appertaining to the use and behoof of the said *W. T.* for term of his life, without Impeachment of or for any manner of Waste; and after his decease to the use and behoof of the said *A. B.* for and during the Term of her natural life, in full recompence and satisfaction of the Dower, Right and Title of Dower, which she the said *A. B.* may hereafter claim to have in or to the Messuages, Tenements or Hereditaments of the said *W. T.* and after the decease of the said *A. B.* then to the use and behoof of the first Son of the said *W. T.* on the Body of the said *A. B.* lawfully to be begotten, and of the Heirs Males of the Body of such first Son to be begotten: And for default of such Issue, to the use and behoof of the second, third, fourth, fifth, sixth, seventh; and for default of such Issue, to the use and behoof of all and every the Sons of the said *W. T.* on the Body of the said *A. B.* to be begotten successively, and in remainder one after the other, as they shall be in Seniority of Age, and the Heirs Males

Males of their severall and respective Bodies to be begotten; and for default of such Issue, and in case that the said *W. T.* shall not assure the same Messuages, Lands and Premisses hereby limited unto the said *A. B.* as aforesaid, or any part thereof, to any other Wife which he shall have at the time of his death, as in and by a *Proviso* hereafter in these Presents limited, that he may so assure the same then immediately from and after default of such Issue of, for and concerning the said Messuages, Lands and Hereditaments hereby limited unto the said *A. B.* to the use and behoof of the said *J. B. &c.* their Executors and Assigns, for and during the Term of Sixty years from thence next ensuing fully to be compleat and ended: And for default of such Issue Male as aforesaid, in case the said *W. T.* shall convey or assure the Premisses hereby limited unto the said *A. B.* or any part thereof, or any other which he the said *W. T.* shall fortune to have at the time of his death, if such Assurance to any other Wife be of the whole Premisses hereby limited unto the said *A. B.* then immediately after the death of such Wife or other Determination of her Estate thereof, the said whole Premisses shall be to the use and behoof of the said *A. B.* (*ut supra*;) And if the Assurance to such other shall be only of part of the Premisses hereby limited unto the said *A. B.* and not of the whole, then that part so assured to such other Wife, from and immediately after her death, shall be to the use and behoof of the said *J. B. ut supra*, and the residue whereof no Assurance shall be made to such other Wife immediately from and after default of such Issue, shall be and enure to the use and behoof of the said *A. B. ut supra*; The said several Terms of Sixty years, or which of them shall happen to take effect, shall be in trust to and for the benefit of such Daughter or Daugh-

Daughters the said *W. T.* shall fortune to beget on the Body of the said *A. B.* in case the said *W. T.* happen to die without Issue Male by him on the Body of the said *A. B.* lawfully to be begotten, and shall have Issue Male by any other Wife living at the time of his decease, in such sort and under such Limitations as hereafter are expressed: And after the Expiration of the said Term of Sixty years, to the use and behoof of the first Son of the said *W. T.* on the Body of any other Wife lawfully to be begotten, and the Heirs Males of the Body of such first Son to be begotten: And for default of such Issue, to the use and behoof of the second, third, fourth, fifth, sixth, seventh, and all and every other Sons, &c. *ut supra.* And in case the said *W. T.* shall happen to die without Issue Male by him on the Body of the said *A. B.* to be begotten, and shall have Issues or Issue Female other above the number of three, and shall have Issues or Issue Female by another Wife, then to the use and behoof of the said *C. B.* and *W. S.* their Executors and Assigns, for and during the Term of Thirty years in trust, and for the benefit of such Daughter or Daughters as the said *W. T.* shall fortune to beget on the Body of such other Wife, under the Limitations hereafter expressed; and after the said Term of Thirty years expired or ended, then to the use and behoof of all and every the Daughter and Daughters of the said *W. T.* which he shall beget on the Body of the said *A. B.* and the Heirs of their respective Bodies to be begotten, and for want of such Issue to the use and behoof of the right Heirs of the said *W. T.* for ever: And of, for and concerning the said, &c. (name the Closes not before settled) to the use of *W. T. ut supra*; and after his decease, to the use of the first Son, *ut supra*, by *A. B.* and so to the second, third, fourth, fifth, sixth and seventh, and all other Sons, *ut supra*: And for default

default of such Issue, in case the said *W. Y.* shall have any Issue Male of his Body on the Body of any other Wife to be begotten, living at the time of his death, and any Issue or Issues Female of his Body on the Body of the said *A. B.* to be begotten, then of such part of the last mentioned Premisses, whereof no Estate is heretofore made by the said *W. Y.* unto *A. Y.* his Mother, for the Term of Eighty years, determinable by her death, to the use and behoof of the said *J. B. &c.* their Executors and Assigns, for Sixty years, *ut supra*, and of such part of the said last mentioned Premisses, whereof such Estate is made to the said *A. Y.* immediately from and after her death, to the use and behoof of the said *J. B. &c.* their Executors and Assigns, for and during the like Term of Sixty years, *ut supra*, in trust and for the benefit of such Daughter or Daughters as the said *W. Y.* shall fortune to beget on the Body of the said *A. B.* in such sort, and under such Limitations as hereafter are expressed; and after the said Expiration of the said Term of Sixty years, to the use and behoof of the first Son by any other Wife, *ut supra*, and to all other Sons, *ut supra*: And for default of such Issue, in case the said *W. Y.* shall die without Issue Male of his Body lawfully to be begotten, and have Issue or Issues Female by the said *A. B.* under the number of four, and shall have Issues Females or Female by such other Wife, then to the use and behoof of the said *C. B.* and *M. S.* their Executors and Assigns, for and during the Term of Thirty years, in trust and for the benefit of such Daughter or Daughters as the said *W. Y.* shall fortune to beget on the Body of such other Wife, under the Limitations hereafter expressed; and after the said Term of Thirty years expired and ended, to the use and behoof of all and every the Daughters and Daughter of the said *W. Y.* which
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he shall beget on the Body of the said *A. B.* and the Heirs of their respective Bodies to be begotten; and for want of such use, to the use and behoof of the right Heirs of the said *W. Y.* for ever; and of, for and concerning all the rest and residue of the said Manor and Premisses, whereof no use is heretofore limited and declared, to the use and behoof of the said *W. Y.* his Heirs and Assigns for ever. Provided always that if the said *W. Y.* die without any Issue Female, begotten on the Body of the said *A. B.* and the said *A. B.* not then *enseint*, or with Child of any Issue Female, then the aforesaid several Terms of Sixty years, limited and appointed to the said *J. B. &c.* shall be of none effect; and if he happen to die without Issue Male on the Body of the said *A. B.* lawfully to be begotten, and shall have any Issue Male by any other Wife living at the time of his Demise, and shall at the time of his death leave any Daughter or Daughters begotten by him on the Body of the said *A. W.* or wherewith she shall be *enseint*, or with Child at the time of his death, then the said Leases and Terms of 60 years, or which of them by the Limitation aforesaid, shall take effect, are hereby signified and declared to be to that intent and purpose, and upon that trust and confidence, that if there be but one such Daughter, she shall and may have 600 *l.* of, &c. for her Portion; and if two, three or more, then the eldest 600 *l.* and every of the said other Daughters, Four hundred pounds apiece, the said Portions to be paid them at their several and respective Ages of One and twenty years, or days of Marriage, which shall first happen: And that in the mean time they shall be decently educated and brought up and maintained according to their Estates and Degree; and if there shall be above four such Daughters, and any of them shall happen to die before such Age or Marriage,

Marriage, then the part of her or them so dying shall be equally divided amongst the rest, part and part alike: But the intent and true meaning, and true management also is, that if any of the said Daughters shall be married, or otherwise advanced by their said Father in his life time, that in such case there shall be paid unto her or them so married or advanced in the life time of their said Father, so much only as together with such Marriage-portion, or other Advancement, shall amount unto the Portions hereby limited and appointed, and the true intent and meaning of all and every the said Parties to these Presents is, and the further trust of the said Leases or Terms for Sixty years, is hereby declared to be, That the said *J. P. &c.* their Executors and Assigns, shall and may raise the said Portions and Maintenance either by and out of the yearly Profits, or by letting, assigning or selling all or any part of the Premises, for all or any part of their Terms, as to them in their Directions shall seem meet; and after the said Portions and Competency for Education and Maintenance in the mean time paid or raised, then the Overplus to be restored to him or them to whom the immediate Reversion or Remainder of the Premises so leased them, doth or shall appertain. Provided also, and the true intent and meaning of these Presents, and the Parties hereunto is, That if the said *W. R.* shall die without Issue Male of his Body begotten, and yet shall have Issue Male above the number of three begotten on the Body of the said *A. P.* albeit he shall have any Issue Female by any other Wife, then and in such case the Estates and Terms for Thirty years hereby limited to the said shall cease and determine, and no Monies shall be made or received by virtue thereof. Provided also that if the said *W. R.* shall fortune to die without Issue Male

Male of his Body begotten, and shall have any Issue Female on the Body of the said *A. P.* begotten, under the number of four, and shall have Issue Females by any other Wife or Wives, then the Trust and true meaning of the said Terms and Estates of Thirty years are hereby signified and declared to be to this true intent and purpose; and upon this Trust and Confidence, that the said *C. P.* and *W. S.* their Executors and Assigns, shall raise out of the Profits of the Premises the Sum of Four hundred pounds, to and for the said Issue Female or Females in case the said *W. T.* either by his last Will and Testament in writing, or by any other writing by him to be signed and sealed in the presence of Two or three Witnesses at the least, shall limit and direct the Sum of Four hundred pounds unto the said four Issues, Females or Female by such other Wife, at their respective Ages of One and twenty years, or days of Marriage, which shall first happen, by such Parts and Portions to each of them as the said *W. T.* shall appoint. Provided always, and upon Condition, and the true Meaning hereof is, That if the said *W. T.* shall not limit and direct the said Sum of Four hundred pounds to be raised and paid to his Issue Females or Female by any otherwise or kind; or if the said *W. T.* shall direct and appoint the said Sum of Four hundred pounds to be raised and paid the Issues Females or Female, which the said *W. T.* shall beget on the Body of any other Wife or Wives, and the Issues or Issue Male which the said *W. T.* shall beget on the Body of the said *A. B.* or any other Person or Persons on her or their parts and behalf, shall within one year next after the said *W. T.*'s death sufficiently secure unto the said *B.* and *W. D.* or the Survivor of them, their Executors or Administrators, the payment of the said Sum of Forty pounds, unto the Issues Females or

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Female

Female of the said *W. Y.* by any other Wife or Wives to be begotten at the times of payment aforementioned; or if they shall tender and offer to give such sufficient Security for payment of the said Sum of 40 *l.* as aforesaid, and the same Security shall be refused, that then and in such case all the said several Terms of Thirty years hereby limited unto the said *C. B.* and *W. D.* shall cease, determine and be utterly void, and no Money at all shall be made or raised thereby, or by reason thereof. Provided likewise that the said *A. B.* shall fortune to die without Issue of her Body begotten by the said *W. Y.* and not with Child by him, or if the said *A. B.* shall have Issue by him, and both the said *A.* and her said Issue fortune to die without Issue in the life-time of the said *W. Y.* That then after the death of the said *A. B.* and her said Issue without Issue, it shall and may be lawful to and for the said *W. Y.* by his last Will and Testament in writing, or by any other Writing to be signed by him in the presence of three credible Witnesses at the least, to revoke, determine and make void all and every the Uses and Estates in and by these Presents limited and declared which at the time shall be in force and undetermined, and immediately from and after such Revocation the said Fine or Fines, and the Conusee or Conusees thereof, their Heirs and Assigns, and the said Common Recoveries and Recovery, and the said Recoverers, their Heirs and Assigns, shall stand and be seised of the Premises whereof such Revocation shall be made as aforesaid, to the use and behoof of the said *W. Y.* his Heirs and Assigns for ever, and to no other use, intent or purpose whatsoever. Provided also that the said *W. Y.* survive the said *A. W.* it shall and may be lawful to and for the said *W. Y.* by his Deed indented under his Hand and Seal, and delivered in the presence of two or more credible Wit-

Witnesses to make a Jointure or Jointures to any other Wife or Wives for life only of such Wife or Wives of all and singular the Lands and Premises herein before limited and appointed, to and for the Jointure of the said *A. B.* or of such part or parts thereof as to him shall seem meet; A Covenant from *W. Y.* to *J. R. &c.* that the Premises, &c. shall remain for ever hereafter to the Uses, Intents and Purposes, in and by these Presents limited, expressed and declared, and under the *Proviso's* and Limitations aforelaid, according to the Intent and true Meaning of these Presents, without the lawful Let, &c. And that freed, &c. Except such Estates which the said *W. Y.* shall hereafter make by virtue of the power hereby limited unto him, and one Demise made of the Premises to the said *A. Y.* his Mother, for the Term of Eighty years, if she so long live. And lastly, The said *W. Y.* for himself, his Heirs, Executors and Administrators, doth hereby Covenant, promise and agree, to and with the said *J. B. &c.* That there are no Estates now in being of the Premises, or any part thereof, other than such as are particularly mentioned in a Schedule to these Presents annexed: A *Proviso* for *W. Y.* to demise all or any of the Messuages, Lands and Premises here before mentioned to be in the Tenure of *N. B. &c.* or any part or parcel thereof to any Person. In witness, &c.

A Conveyance of Lands to Uses, in consideration of a Marriage, before the same was Solemnized; with Special Covenants.

[Drawn by the late Eminent Sir John King of the Middle-Temple.]

THIS Indenture *tripartite*, made the day of, &c. between Sir *W. P.* of, &c. Knight, and *H. P.* Esq; Son and Heir apparent of the said Sir *W. P.* of the first part; Sir *T. E.* of, &c. Knight, and Sir *J. E.* Knight, of the Honourable Order of the Bath, Son and Heir apparent of the said Sir *T. E.* and *F. E.* eldest Daughter of the said Sir *J. E.* of the second part; and *A. B. C. D. E. F.* and *G. H.* of the third part, witnesseth; **That** the said Sir *W. P.* for and in consideration of a Marriage intended, (by God's Permission) to be shortly had and solemnized between him the said *H. P.* and her the said *F. E.* and in consideration of the Sum of 12000 *l.* of lawful Money of *England* in hand paid to them the said Sir *W. P.* and *H. P.* or one of them, by the said Sir *T. E.* and Sir *J. E.* or one of them; and for a competent Jointure to be had and made, to and for the said *F. E.* if she shall happen to out-live the said *H. P.* and for the settling and establishing the Manors, Lands, Tenements and Hereditaments herein after mentioned, in the Name and Blood of the said *W. P.* so long as it shall please Almighty God they may continue: He the said Sir *W. P.* doth by these Presents for him, his Heirs, Executors and Administrators, Covenant, grant and agree, to and with the said Sir *T. E.* and Sir *J. E.* their Heirs, Executors and Administrators, That he the said Sir *W. P.* and the Lady *E.* his Wife, shall and will, at or before the Feast of *Pentecost*, next ensuing the date hereof, by several

several Fines in due Form of Law to be levyed upon several Writs of Covenant, retornable before his Majesty's Justices of his Court of *Common-Pleas* at *Westminster*, and before the Justices of his Majesty's County Palatine of *Lancaster*, as the Case shall require ; and which Fines shall be with Proclamations, according to the Statutes in that Case made and provided, recognize and acknowledge by such apt and convenient Names, Quantities and Contents of Lands and Acres in the same Fines to be comprized respectively : All that the Manor of *H.* with all and singular its Rights, Members and Appurtenances ; And all that the Park of *H.* and the Rectory and Parsonage of *H.* with the Appurtenances, situate, lying and being in the said County of *E.* And all that the Manor of *M.* with its Rights, Members and Appurtenances : And all that inclosed Ground called the *P.* of *H.* situate and being in the Parish of *H.* in the said County of *E.* And all that the Forest of *H.* and Chase and Hey of *H.* with the Appurtenances : And all the Lands, Tenements, Liberties, Privileges, Franchizes and Hereditaments whatsoever of him the said Sir *W.P.* within the said Forest, Chase or Hey, or elsewhere, situate, lying or being within the Parish, Towns, Hamlets and Fields of *H. G. N.* or any of them within the County of *E.* And also all that the Castle, Manor and Park of *H.* in the County of *L.* and the Manors of *T.P.M.* and *R.* with their Rights, Members and Appurtenances in the said County of *L.* And all other Lands, Tenements and Hereditaments of the said Sir *W.P.* in *A.B. C.D.* and *F.* or in any of them, or elsewhere in the said County of *L.* To be the Right of the said *A. B.* as those which the said *A. B.* and *C. D.* shall have of the Gift of the said Sir *W. P.* and the same shall for him and his Heirs, remise and quit-claim to the said *A. B.* and *C. D.* and

Cognizance.

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the Heirs of the said *A. B.* for ever : And the said Sir *W.P.* for him and his Heirs, the said Manors, Lands and Tenements in the said Fine to be comprized respectively to the said *A. B.* and *C.D.* and the Heirs of the said *A. B.* shall and will warrant and defend against all Men by the same Fine. Which Fine so to be had and levyed, and all and every other Fine or Fines in the same, or in any other manner or form to be had or levyed, and all other Conveyances and Assurances in the Law to be had or made of the said Manors, Castle, Forest, Park, Rectory, and other the before mentioned Premises, or any of them, before the said Feast of *Pentecost*, between the Parties to these Presents, or any of them shall be and enure, and shall be taken and adjudged to be and enure, and the Cognizees of the said Fine and Fines, and the Heirs of such of them, to whom the Inheritance by such Fine or Fines shall be limited ; shall stand and be seised of the said Castle, Manors, Forest, Park, Chase, Hey, Rectories, Lands, Tenements and Hereditaments, and every of them, with their Appurtenances, which shall be comprized in the said Fine and

Fines, and in every of them ; To the use and
Uses. behoof of the said *A. B.* and *C. D.* and their

Heirs for ever, and to no other Use, Intent or Purpose : Nevertheless upon this especial Trust and Confidence, That the said *A. B.* and *C. D.* shall and will remain and be perfect Tenants of the Freehold of all and every the Manors and Premises before mentioned, with their and every of their Appurtenances, until a good and perfect Recovery thereof shall be had and made against them, (according to the usual Form of Common Recoveries for Assurances of Lands) by the said *E.F.* and *G. H.* For which purpose it is concluded and agreed, That they the said *A. B.* and *C. D.* shall and will (until the time aforesaid) remain and continue lawful Tenants of
the

the Freehold of the said Manors and Premisses; and that they shall and will permit and suffer them the said *E. F.* and *G. H.* before the Feast of St. *James* the Apostle next ensuing the date of these Presents, to recover by several Writs of Entry *sur Disseisin en le Poſt*, to be purchased out of the King's Majesty's High Court of *Chancery*, and retornable before his said Majesty's Justices of his Court of *Common-Pleas* at *Westminster*, and within the said County Palatine of *Lancaster*, as the Case shall require, (according to the usual form of Common Recoveries for Assurances of Lands) against them the said *A. B.* and *C. D.* All the said Manors, Lands, Tenements and Hereditaments, whereof the said Fine or Fines, or other Conveyances or Assurances shall be to them, or any of them levied, made or executed, as aforesaid. In which Recoveries the said *A. B.* and *C. D.* shall take upon them the Tenancy, and appear as Tenants of the said Manors, Lands, Tenements and Hereditaments, and vouch to Warranty the said Sir *W. P.* who shall and will appear *gratis*, or by Process, or in proper Person, or by Attorney: And shall and will vouch over to Warranty the Common Vouchee, who shall imparl, and after Imparlance make default at a peremptory Demand, in such sort in every respect, as is used in Cases of suffering Common Recoveries, with double Vouchers, for Assurances of Lands, whereupon several Judgments shall and may be given accordingly. Which said Recovery and Recoveries, shall and may be executed by one or more Writ or Writs of *Habere facias seisinam*, or otherwise respectively; and the said Recovery and Recoveries, and all other Recoveries to be had and executed of the Premisses, or any part thereof, between the Parties before mentioned, or any of them, shall be and enure, and shall be adjudged and taken to be and enure; and the said Recoverers and their Heirs, and

all and every other Person and Persons which shall be seised of the said Manors, Lands, Tenements, Hereditaments and Premisses, or any of them shall stand and be seised (after the said Recovery so suffered and executed) of the said Manors and Premisses before in these Presents particularly recited and mentioned, To the Uses, Intents and Purposes hereafter following, and to no other use, intent or purpose; that is to say, As for and concerning the Manors of, &c. with their and every of their Rights, Members and Appurtenances, and all Lands, Tenements and Hereditaments in the said Fine or Fines, Recovery or Recoveries comprized, lying in any place within the said County of E. To the use and behoof of the said Sir W.P. for and during the Term of his natural life, without Impeachment of or for any manner of Waste; and from and immediately after the decease of the said Sir W.P. to the use and behoof of the said H.P. and the aforesaid F.E. (his intended Wife) and of the Heirs Males of the Body of the said H.P. lawfully begotten; And for default of such Issue, to the use of the Heirs Males of the Body of the said W.P. lawfully begotten; and for default of such Issue, to the use of the right Heirs of the said Sir W.P. for ever. Provided always nevertheless, and it is declared to be the full Agreement, Meaning and Intention of the said Sir W.P. and of all other the aforesaid Parties to these Presents, That the said Recovery and Recoveries shall be; and the said Recoverers and their Heirs, shall stand and be seised of the said Manors, Lands, Tenements, Hereditaments and Premisses, (whereof the use is before limited) To the further Use and Uses now next following mentioned and declared; that is to say, That the said H.P. from and after the said Marriage consummated, and from and after such time as the said H.P. shall have accomplished the Age of Seventeen years, shall

shall and may have and receive during the life of the said Sir *W. P.* (if the said *H. P.* shall so long live) the annual Sum or yearly Rent of 300 *l.* of lawful Money of *England*, to be issuing and going out of the said Manors, Lands, Tenements, Hereditaments and Premisses, lying and being in the said County of *E.* and to be paid yearly at the Feasts of *St. Michael* the Archangel, and the Annunciation of the Blessed Virgin *Mary*, by even and equal Portions, with full and free liberty to distrain for the same, so often as it shall be behind and unpaid, after the Feasts and Times aforesaid; and the Distresses to detain until payment thereof shall be made, and of all Arrearages thereof: And if the said *H. P.* shall happen to die during the life of the said Sir *W. P.* (living the said *F. E.*) then also the full Agreement of all the Parties to these Presents is, and the Use of the said Recovery and Recoveries shall be, and the Recoverers and their Heirs shall stand and be seised of the said Manors, Lands, Tenements, Hereditaments and Premisses, to the intent that the said *F. E.* from and immediately after the decease of the said *H. P.* living the said Sir *W. P.* (if the said *F. E.* shall so long live) the annual Sum or yearly Rent of 700 *l.* of lawful Money of *England*, to be issuing and going out of the said Manors, Lands, Tenements, Hereditaments and Premisses, with the Appurtenances, and out of other the Lands, Tenements and Hereditaments before in these Presents mentioned in the said County of *E.* and to be paid yearly at the Feasts of *St. Michael* the Archangel, and the Annunciation of the Blessed Virgin *Mary*, by even and equal Portions; with full and free liberty to distrain for the same, and the Distresses to detain until payment shall be thereof made, and of all Arrearages thereof. Provided always that if the said annual Sum or yearly Rent of 700 *l.* or any part thereof, shall happen to
be

be behind and unpaid, by the space of Twenty days next after any of the said Feasts, before by the Presents limited and appointed for the payment thereof, That then and from thenceforth the Estate of the said Sir *W. P.* of and in the said Manors and Premises, shall cease and determine, and the said Recoverers and their Heirs shall stand and be seised of the said Manors of, &c. and other the Premises last before mentioned, and every part thereof, to the use of the said *H. P.* and his Assigns, during the life of the said Sir *W. P.* (if the said *H. P.* shall so long live :) And if it shall happen the said yearly Rent of Seven hundred pounds, before by these Presents limited and appointed payable to the said *F. E.* (from and immediately after the decease of the said *H. P.*) or any part thereof shall happen to be behind and unpaid by the space of Forty days next after any of the said Feasts, before by these Presents limited and appointed for the payment thereof ; That then the Estate and Use limited to the said Sir *W. P.* shall cease and be void, and the said Recoverors and their Heirs shall stand and be seised of the said Manors of, &c. and other the Premises in the said County of *E.* To the use of the said *F. E.* and her Assigns, during the life of the said Sir *W. P.* (if she the said *F. E.* shall so long live :) And after the decease of him the said Sir *W. P.* then the said Manors and Premises last mentioned shall remain, and be to such Uses as are thereof in these Presents before limited to take place after his decease. Provided also, and it is further concluded and agreed by all the Parties to these Presents, That if it shall happen the said *H. P.* to die in the life time of the said Sir *W. P.* (being any Issue of his Body, Male or Female on the Body of the said *F. E.* living at the time of his decease) That then and from thenceforth the aforesaid Recovery and Recoveries shall be, and the Recoverers, and their
Heirs

Heirs and Assigns, shall stand and be seised of the aforesaid Castle and Manor of *H.* and all other the Manors, Lands, Tenements and Hereditaments before mentioned, lying within the said County of *L.* To the use and behoof of the aforesaid *E.F.* and *G.H.* and their Executors, Administrators and Assigns, for the Term of Ten years next after the decease of said *H. P.* Upon this Trust and Confidence, That they shall employ the Issues and Profits thereof in manner and form following; that is to say, To raise Six thousand pounds out of the said Premises for Portions, to be equally divided amongst the younger Sons, and all the Daughters that the said *H.P.* shall have and leave living at the time of his decease, payable to such younger Sons as shall accomplish the Age of One and twenty years respectively, and to every Daughter as shall accomplish the Age of Sixteen years respectively. And if he the said *H. P.* shall have and leave living at the time of his decease more than one Daughter, and no Son, That then the said *E. F.* and *G. H.* and their Executors, Administrators and Assigns, shall levy and raise the Sum of Ten thousand pounds to be equally divided amongst the said Daughters, and payable as is aforesaid. And if he the said *H. B.* shall not have and leave living at the time of his decease any Issue Male, and shall have and leave then living one only Daughter, That then they the said *E. F.* and *G. H.* and their Executors, Administrators and Assigns, shall levy and raise as a Marriage-Portion for such only Daughter, the Sum of Five thousand pounds, payable at her Age of Sixteen years, as aforesaid. And further, That until the time of Payment of the said Portions, they the said *E. F.* and *G. H.* and their Executors, Administrators and Assigns, shall out of the said Issues and Profits raise, levy, provide and bestow upon every younger Son, whose Portion shall

shall by Computation amount to One thousand pounds, the Sum of Thirty pounds yearly, for his Maintenance, until his Age of Fourteen years, and after Fourteen until his Age of One and twenty years Sixty pounds yearly, payable at the Feasts of the Annunciation of the Virgin *Mary*, and St. *Michael* the Archangel, by equal Portions: And for every Daughter whose Portion shall amount to One thousand pounds, the Sum of Forty pounds yearly, for her Maintenance, until her Age of Twelve years, and from thence until the Age of Sixteen, Sixty pounds yearly, payable by equal Portions, as afore said. And if it shall happen the said younger Sons and Daughters Portions proportionably, not to amount to One thousand pounds apiece, That then their yearly Maintenance shall be only for every Son Twenty pounds, and for every Daughter also Twenty pounds, and no more, payable half yearly, as afore said. And if the Portions and Maintenance afore said shall not extend to the whole and full value of the Rents, Issues and Profits of the said Castle, Manors and Premises in the said County of *L.* to be receiv'd within the said Term of Ten years, That then all the Overplus of the said Rents and Profits shall be employed and bestowed upon such Person and Persons as shall have the immediate Reversion or Remainder of the said Castle, Manors, Lands, Tenements and Hereditaments, by the true meaning of these Presents: And as for and concerning the said Manors of, &c. to the use of the said Sir *W. P.* for the Term of his natural life, without Impeachment of or for any manner of Waste, and with full Power, Liberty and Authority to and for the said Sir *W. P.* from time to time during his life, by his Indenture under his Hand and Seal, to make any Lease or Leases, Demise or Demises, or to limit any manner of Use or Estate not exceeding One and twenty

twenty years or three Lives, to be accepted from the date thereof of any such parcel or parcels of the said Manors, &c. last before mentioned, as have been usually for the greatest part of One and twenty years last past, let and demised to Farm; so as upon every such Demise, Lease or Limitation of use so much yearly Rent or Rents more shall be reserved or appointed, payable yearly during the said Term or Terms as is now or hath been heretofore paid or reserved for the same, at the Feasts of *St. Michael* the Archangel, and the Annunciation of the *Virgin Mary*, by even and equal Portions, with *Proviso* that the said Leases and Limitations of Uses for years, shall cease and determine in case the said yearly Rent or Rents, or any part or parcel thereof so to be reserved and appointed payable at the Feasts aforesaid, shall not be paid at the said Feasts, nor within Eight and twenty days next after any of the said Feasts: And for the Confirmation and Strengthening of the said Leases or Limitations for Uses for years so to be had and made, it is agreed between all the Parties to these Presents, That the said Recovery and Recoveries afore-mentioned, and the full Force and Execution thereof, shall be and enure to the use of every such Person and Persons, his and their Executors, Administrators and Assigns, to whom every such Lease or Limitation of Uses shall be had or made, and so to the only and no longer time than every Person and Persons to whom the Interest from time to time of the several Terms shall come respectively, shall well and truly pay the said Rents, or Sums of Money reserved or appointed payable upon their several Leases and Estates, at the Feasts aforesaid, or within Twenty eight days next ensuing every of the said Feasts, to such Person or Persons as from time to time shall have the next immediate Reversion or Remainder

mainder of the Lands and Tenements so to be demised or limited in use depending upon the several Terms or Limitations of Uses: And immediately from and after the decease of the said Sir *W. P.* of all the said last mentioned Manors and Premisses, whereof no such Lease shall be made, and of the Reversion and Remainder of all whereof any such Lease shall be made, and of the Rents or Sums of Money reserved and appointed payable by the Writings of the said Demise or Limitation of Use for years, together with the full Benefit and Interest of all Covenants, Conditions, Limitations and Reservations which shall be expressed and contained in the said several Leases, To the use and behoof of the said *H. P.* and of the Heirs Males of his Body lawfully begotten: And for default of such Issue, To the use and behoof of the Heirs Males of the said Sir *W. P.* lawfully begotten: And for default of such Issue, To the use and behoof of the right Heirs of the said Sir *W. P.* for ever. And the said Sir *W. P.* doth for himself, his Heirs, Executors and Administrators, Covenant, promise and grant, to and with the said Sir *T. E.* and Sir *J. E.* their Heirs and Assigns by these Presents, That he the said Sir *W. P.* at the Sealing and Delivery of these Presents now is, and until the said Fines before mentioned shall be levied of the said Manors and Premisses, to the Persons and Uses before mentioned, shall be lawfully and rightfully seised of all and singular the said Castle, Manors, Forests, Parks, Chases, Heys, Rectories, Lands, Tenements, Hereditaments and Premisses, with their and every of their Appurtenances, before mentioned to be conveyed by him, as aforesaid, of an Estate of Inheritance in Fee-simple or Fee-tail general, without any manner of Condition, Limitation or Use to determine the same: And that the said Sir *W. P.* now hath full Power and Authority to convey and assure the said Castle, Manors and Premisses, and every

every part and parcel thereof, in manner and form
aforesaid : And that the said Castle, Manors and
Premisses, before mentioned to be conveyed by Fines
as aforesaid, now are, and so from time to time, and
at all times hereafter shall be, remain and continue
to the Persons and Uses before-mentioned, according
to the true meaning of these Presents, for such Time,
Term and Estate as is before thereof limited respec-
tively ; clearly acquitted, exonerated and discharg-
ed, or otherwise from time to time, and at all times
hereafter saved and kept harmless by him the said Sir
W.P. his Heirs, Executors and Administrators, of and
from all, and all manner of other Bargains, Sales,
Gifts, Grants, Feoffments, Exchanges, Extents, Statutes,
Recognizances, Titles and Incumbrances whatsoe-
ver had, made, done, executed or acknowledged, or
hereafter to be had, made, done, executed or acknow-
ledged by the said Sir *W.P.* his Heirs or Assigns, or by
Sir *E. P.* deceased, Father of the said Sir *W.P.* or by
any of his the said Sir *W.P.*'s Ancestors, or by any
other Person or Persons whatsoever lawfully claim-
ing by, from or under him, them or any of them.
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signed over to a third Person in Trust for her;
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Mortgagee and the Mortgagor, do release and
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Appurtenances, as the Neckbrass, and Stopbrass, and all other Implements to the said Mill belonging, as followeth, *viz.* The Running-Stone, six Inches and a half thick at the Skeit, and the Bed-Stone, two Inches at the Skeit: And what shall be wanting, at the end of the Term, in the thickness of the Stones, as before mentioned, the Lessee, his Executors, &c. shall allow and pay 20 s. for every Inch that shall be then so wanting, and so proportionably for every greater or lesser quantity. And also, that the Lessee shall not, during the Term let, set, assign, or otherwise put away, or depart with this present Lease, or the Premises hereby demised, or any part or parcel thereof, for the term of years hereby granted, or any part thereof, to any Person or Persons whatsoever, without the Special Licence and Consent of the Lessor, his Heirs and Assigns, first had and obtained in writing under his and their Hands and Seals, *Page 191, 192.*

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Delphs from which the same shall be fetched out of the next Rent that shall be due unto her by virtue of the said Demise, *ibid.*

9. A *Covenant* (in the same Lease) that the Lessee, his Executors, &c. shall not in any one year (during the Term) cut down any more of the Hedges Thorns or Tynsil growing on the Premisses, than only after the proportion of two Acres in length in any one year, and that in an Husbandlike and orderly manner, and at seasonable times in the year, and when, and so often as he, his Executors, &c. shall cut down any of the same, he, his Executors, &c. shall well and sufficiently cleanse and scowr up the Ditches, Mounds and Trenches against the place where such Hedges, &c. shall from time to time, be cut down. 198

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ibid.

12. A Covenant (in the same Lease) that the Lessee his Executors, &c. shall yearly and every year (during the Term) in Autumn, when Apples are usually gathered deliver unto the Lessor and her Assigns, four Strikes of such Apples as shall be growing and gathered in the Orchard belonging to the Premises, as the Lessee, or her Assigns, or such other person, &c. in that behalf nominated or appointed by her or her Assigns shall chuse or think good to have,

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13. A Covenant (in the same Lease) that all such Taxes and Assessments to or for the Church, Chapel or Poor of, &c. aforesaid, or the Parochial Church unto which the Town or Village of, &c. doth belong, or at any time or times, during the Term, shall be taxed, set or imposed upon the Premises, or any part thereof, shall from time to time be paid and discharged by the Lessee, his Executors, &c. and all other Taxes and Assessments whatsoever, which at any time or times, during the Term, shall be taxed, set or imposed upon the Premises, or any part thereof, shall be from time to time paid and discharged by the Lessor, her Executors, &c. or else deducted or allowed unto the Lessee, his Executors, &c. out of the Rent for the Premises, that shall be due according to the Reservation aforesaid, next after the Payment of the Taxes, Levies and Assessments,

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